

LEASE AGREEMENT

by and between

UNITARIAN UNIVERSALIST CHURCH OF BERKELEY

and

KENSINGTON FIRE PROTECTION DISTRICT

AUGUST 15, 2022

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This LEASE AGREEMENT (this "**Agreement**"), dated as of August 15, 2022 (the "**Effective Date**"), is entered into by and between Unitarian Universalist Church of Berkeley, a nonprofit public benefit corporation duly organized and operating under the laws of the State of California (the "**Landlord**") and the Kensington Fire Protection District, a fire protection district duly organized and existing under the laws of the State of California (the "**Tenant**"). Landlord and Tenant are hereafter collectively referred to as the "**Parties.**"

RECITALS

A. The Landlord is the owner of fee title to real property located at the end of Craft Ave, El Cerrito, CA and identified as APN 505-302-017 (the "**Property**").

B. The Tenant desires to lease from Landlord a portion of the Property consisting of the northwestern Parking Lot, adjacent to the entry from Craft Avenue, consisting of approximately 5,000 square feet (the "**Premises**"), as depicted in Exhibit A attached hereto and incorporated herein by this reference.

C. The Tenant desires to lease the Premises from the Landlord for installation of, and use as, a temporary fire station and garage shelter during the period in which the District's Station 65 is constructed (a period of approximately 24 months, including the temporary station preparation time and end-of-lease parking lot restoration, referred to as the "**Construction Period**"), and Landlord desires to lease the Premises to Tenant for such use during the Construction Period.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord and the Tenant hereby agree as of the Effective Date as follows.

ARTICLE I DEFINITIONS; DEMISE OF PROPERTY

1.1 Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth in this Section. Additional definitions are set forth in the Recitals and the text of this Agreement.

- (a) "**Applicable Laws**" is defined in Section 4.8.
- (b) "**Rent**" is defined in Section 2.2.
- (c) "**Claims**" is defined in Section 4.9.
- (d) "**Commencement Date**" is defined in Section 2.1.
- (e) "**Construction Period**" is defined in Recital C.

- (f) **"Expiration Date"** is defined in Section 2.1.
- (g) **"Force Majeure"** is defined in Section 11.1.
- (h) **"Hazardous Materials"** is defined in Section 5.3.1.
- (i) **"Hazardous Materials Claims"** is defined in Section 5.2(c).
- (j) **"Hazardous Materials Laws"** is defined in Section 5.3.2.
- (k) **"Improvements"** is defined in Section 3.1.
- (l) **"Premises"** is defined in Recital B.
- (m) **"Property"** is defined in Recital A.
- (n) **"Term"** is defined in Section 2.1.

1.2 Incorporation of Recitals The Parties acknowledge the truth of the Recitals set forth above, and all such Recitals are hereby incorporated into this Agreement.

1.3 Creation of Lease. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises for the Term subject to the terms and conditions and for the purposes set forth in this Agreement.

ARTICLE II TERM OF LEASE; RENT; UTILITIES

2.1 Term. The term of this Agreement (the **"Term"**) shall commence on or about August 15, 2022 (the **"Commencement Date"**) and continue until the end of the Construction Period, unless terminated earlier pursuant to the provisions hereof (the **"Expiration Date"**). Notwithstanding anything herein to the contrary, the Tenant shall provide the Landlord with thirty (30) days written notice of its intention to vacate the Premises and terminate this Agreement prior to the end of the Construction Period.

2.2 Rent. The Tenant shall pay to the Landlord rent for the Premises (**"Rent"**) during the Term, payable in installments of One Thousand Three Hundred Dollars (\$1,300.00) per month. On or before the Commencement Date, the Tenant shall pay Rent to the Landlord in an amount equal to the monthly installment (or if the first month is a partial month, a portion of the monthly installment prorated on a daily basis). Thereafter, the Tenant shall pay each installment payment of Rent in advance on the first day of the month to the Landlord at the address shown in Section 11.4.2 or such other place as the Landlord may designate in writing. After the twelfth month of rent is paid, the monthly installment shall increase by the prior

month's Consumer Price Index for the San Francisco-Oakland-Hayward, CA area and remain at that amount until the end of the 24-month lease term. If the term is extended past 24 months, then the monthly installment shall increase by the prior month's Consumer Price index for the San Francisco-Oakland-Hayward, CA area and remain at that amount for twelve months with similar annual increases until the end of the extended term.

2.3 Utilities. The Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by the Tenant on the Premises during the term of this Agreement unless otherwise expressly agreed in writing by the Landlord. In the event that any utility or service provided to the Premises is not separately metered, the Landlord shall pay the amount due and separately invoice the Tenant for Tenant's share of the charges which shall be calculated by the Landlord by determining the average utility costs for the last two years and the Tenant paying the amount in excess of such average utility costs. The Tenant shall pay such amounts within fifteen (15) days of invoice receipt.

ARTICLE III ALTERATIONS AND IMPROVEMENTS

3.1 Alterations and Improvements. The Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Premises, as shown in **Exhibit B**, and from time to time as the Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Notwithstanding anything herein to the contrary, without the prior written consent of the Landlord, the Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations (including but not limited to prefabricated buildings and other structures) in and upon the Premises, and fasten the same to the Premises, as shall be necessary, in the Tenant's discretion, to operate a temporary fire station and garage shelter. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the Commencement Date or placed or installed on the Premises by the Tenant thereafter, shall remain the Tenant's property free and clear of any claim by the Landlord. The Tenant shall have the right to remove the same at any time during the term of this Agreement provided that all damage to the Premises caused by such removal shall be repaired by the Tenant at Tenant's expense. Prior to the conclusion of the lease, the Tenant shall restore the asphalt surface of the parking lot, including paint striping for parking spaces, after removing all temporary structures, foundation work, and temporary utility connections.

ARTICLE IV MANAGEMENT, USE AND OPERATION OF THE PROPERTY

4.1 Permitted Uses. The Tenant may use the Premises for a temporary fire

station and garage shelter as described herein and for no other purposes without the prior written consent of the Landlord. The Tenant shall not use or permit the Premises to be used in whole or in part during the Term for any purpose other than as permitted pursuant to this Agreement or by the Tenant's written consent.

4.2 Drainage. The Tenant shall drain black (i.e., sewage) and grey (i.e., dishwashing and showers) into a new sanitary lateral connection, installed by the Tenant's contractor, to meet the requirements of the local sanitary district. The Tenant shall drain storm water per the civil engineer's determination shown on the construction site plan, as approved in the permit issued by the City of El Cerrito.

4.3 Not Used.

4.4 Nondiscrimination. The Tenant herein covenants by and for itself, its executors, administrators, and assigns, and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the Tenant itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.

4.5 Maintenance and Inspection of the Premises.

4.5.1 Maintenance. At the Tenant's expense throughout the Term, the Tenant shall operate, maintain and manage the Premises including all landscaping and improvements thereon in good order and repair in compliance with all local, state and federal laws, statutes and regulations relating to the use, occupancy or operation of the Premises. The Tenant shall keep and maintain all portions of the Premises in a clean and orderly condition, free of accumulation of dirt, rubbish, and graffiti.

4.5.2 Inspection. At any time during the Term, the Landlord and its agents may enter the Premises from time to time with reasonable notice to the Tenant and during normal business hours, except in the case of emergency in which case no notice shall be required, to inspect the Premises to confirm that it is being properly maintained as required herein, to post notices of non-responsibility and similar notices, and to discharge the Tenant's obligations hereunder when the Tenant has failed to do so within a reasonable time after written notice from the Landlord. Following its inspection, the Landlord may deliver to the Tenant written notification of any portions of the Premises which the Landlord has determined are not being

properly maintained, and the Tenant shall promptly prepare and deliver to the Landlord the Tenant's proposed plan for remedying the indicated deficiencies.

4.6 Landlord's Right to Perform Tenant Obligations. If following notice and the expiration of any applicable cure period as set forth in Section 10.2.1, the Tenant fails to perform its obligations to maintain the Premises in accordance with the standards set forth in this Agreement, the Landlord shall have the right, but not the obligation, to perform such work upon delivery of written notice to the Tenant, and the Tenant shall reimburse the Landlord for all expenditures the Landlord incurs in connection with such work. The Landlord's election to undertake such obligation shall not operate as a waiver of any other right or remedy the Landlord may have pursuant to this Agreement.

4.7 Tenant Not Obligated to Perform Repairs. The Tenant shall not be obligated to make any repairs, alterations, additions, improvements or betterments to the Premises during the term of this Agreement; provided that the Tenant shall pay for the Improvements as set forth in Section 3.1.

4.8 Compliance with Laws. The Tenant, at its sole cost and expense, shall comply with all applicable provisions of all statutes, laws, rules, regulations, administrative codes, ordinances, decrees, orders, decisions, injunctions, awards, judgments, permits and licenses of or from governmental authorities (collectively, "**Applicable Laws**") pertaining to the use, operation, and management of the Premises. The Tenant shall not itself use the Premises for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the Property or the Premises which would result in a nuisance or a violation of law. The Tenant shall use its best efforts to not permit any permittees, licensees, guests or invitees to use the Premises for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the Property or the Premises which would result in a nuisance or a violation of law.

4.9 Tenant Right to Contest. The Tenant shall have the right to contest by appropriate proceedings, in the name of the Tenant, and without cost or expense to the Landlord, the validity or application of any Applicable Law. If compliance with any Applicable Law may legally be delayed pending the contesting of any such proceeding without the incurrence of any lien, charge or liability against the Premises or Tenant's interest therein, and without subjecting the Landlord to any liability, civil or criminal, for failure so to comply therewith, the Tenant may delay compliance therewith until the final determination of such proceeding. The Tenant shall indemnify, defend, protect and hold the Landlord harmless from and against all liabilities, losses, damages, fines, deficiencies, penalties, claims, demands, suits, actions, causes of action, legal or administrative proceedings, judgments, costs and expenses (collectively, collectively "**Claims**") arising as a result of or in connection with any such contest brought by the Tenant.

ARTICLE V
CONDITION OF THE PREMISES; ENVIRONMENTAL MATTERS

5.1 Condition of the Premises.

5.1.1 AS-IS Condition. The Tenant will lease the Premises in its "AS IS" condition as such condition exists as of the Commencement Date.

5.1.2 No Representations. The Tenant acknowledges that except as expressly set forth herein, the Landlord makes no representations or warranties expressed or implied regarding the condition of the Premises or the fitness or suitability thereof for the Tenant's purposes, including but not limited to, the condition of the soil, its geology, topography, the presence or absence of fill, the presence or absence of Hazardous Materials, drainage, flood zone designation, or compliance with Hazardous Materials Laws, and no patent or latent defect or deficiency in the condition of the Premises shall affect the rights of the Tenant or the Landlord hereunder. The Tenant shall rely solely on its own independent investigation and judgment as to all matters relating to the land. The Tenant acknowledges and agrees that prior to the Effective Date it has made such investigations of the Premises, including without limitation such inquiries of governmental agencies, soils testing, tests and inspections as Tenant deemed necessary to determine the condition of the Property, and has approved all such characteristics and conditions and shall lease the Property in its condition as of the Effective Date "AS-IS" "WHERE-IS" AND WITH ALL FAULTS. The Tenant further acknowledges that the Landlord has made available all data and information on the Property available to the Landlord, but without warranty or representation by the Landlord as to the completeness, correctness or validity of such data and information, except as otherwise set forth in this Agreement.

5.2 Tenant's Covenants regarding Hazardous Materials. The Tenant hereby covenants and agrees that throughout the Term:

(a) The Premises, and the use and operation thereof, shall be in compliance with all Hazardous Materials Laws, and the Tenant shall not cause or permit the Premises or any portion thereof to be in violation of any Hazardous Materials Laws.

(b) The Tenant shall not permit the Premises or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials nor shall the Tenant permit the presence or release of Hazardous Materials in, on, under, about or from the Premises with the exception of materials customarily used in operation, use or maintenance of a

temporary fire station and garage facilities, provided such materials are used, stored and disposed of in compliance with Hazardous Materials Laws.

(c) Upon receiving knowledge of the same, the Tenant shall immediately advise the Landlord in writing of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the Tenant, the Premises or the Property pursuant to any applicable Hazardous Materials Laws; (ii) any and all complaints, claims, citations, demands, inquiries, reports, or notices made or threatened by any third party against the Tenant, the Premises or the Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials; (iii) the presence or release of any Hazardous Materials in, on, under, about or from the Premises or the Property; or (iv) Tenant's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property classified as "Border Zone Property" under the provisions of California Health and Safety Code, Sections 25220 *et seq.*, or any regulation adopted in connection therewith, that may in any way affect the Property pursuant to any Hazardous Materials Laws or cause it or any part thereof to be designated as Border Zone Property. The matters set forth in the foregoing clauses (i) through (iv) are hereinafter referred to as, "**Hazardous Materials Claims.**"

(d) Without the Landlord's prior written consent, which shall not be unreasonably withheld, the Tenant shall not take any remedial action in response to the presence of any Hazardous Materials in, on, under, or about the Premises or the Property (other than in emergency situations or as required by governmental agencies having jurisdiction in which case the Landlord agrees to provide its consent), nor enter into any settlement agreement, consent decree, or other compromise with respect to any Hazardous Materials Claim.

5.3 Definitions.

5.3.1 Hazardous Materials. As used herein, "**Hazardous Materials**" means any substance, material, or waste which is or becomes regulated by any local, state or federal authority, agency or governmental body, including any material or substance which is: (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter- Presley-Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) friable asbestos; (vii)

polychlorinated biphenyls; (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317); (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* (42 U.S.C. §6903); or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.*, as the foregoing statutes and regulations now exist or may hereafter be amended.

5.3.2 Hazardous Materials Laws. As used herein "**Hazardous Materials Laws**" means all federal, state and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials, including without limitation, the laws, statutes and regulations cited in the preceding Section 5.3.1, as any of the foregoing may be amended from time to time.

ARTICLE VI INSURANCE

6.1 Insurance Requirements. The Tenant shall procure, at its sole expense, and maintain in full force and effect during the Term, a policy or policies of comprehensive general liability insurance naming the Landlord as additional insured and/or loss payee and covering against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the Premises with a policy limit of at least One Million Dollars (\$1,000,000) per occurrence. The Tenant shall provide the Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Section 6.1 prior to the expiration of such policy or policies. In addition, the Tenant shall be responsible, at its sole expense, for extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Premises. (**Exhibit C**).

If the Tenant undertakes the construction of any improvements pursuant to Section 3.1, the Tenant shall ensure that its general contractor carries liability, property damage, workers' compensation, and builder's risk insurance throughout construction thereof, naming the Landlord as additional insured and otherwise in compliance with all requirements set forth in this Section 6.1.

ARTICLE VII DAMAGE AND DESTRUCTION

7.1 Damage or Destruction. In the event of any damage to or destruction of the Premises during the Term, the Landlord shall elect by written notice delivered to the Tenant within sixty (60) days following the date of the occurrence of the damage to either remove the Premises or restore the Premises as nearly as

possible to its condition immediately prior to such damage or destruction, subject to any restrictions imposed by changes in any Applicable Law. If the Landlord elects to restore the Premises, the Landlord shall commence diligently and continuously to carry out such restoration to full completion as soon as possible and shall commence restoration of the Premises within ninety (90) days following the date of occurrence of the damage. Upon the occurrence of damage or destruction, all insurance proceeds paid in respect of such damage or destruction shall be applied to the payment of the costs of the restoration of the Premises. If the Landlord elects to restore the Premises, the Landlord shall confer with the Tenant regarding the design and plans for such restoration of the Premises.

If the Landlord does not elect to restore the Premises and the Landlord does not exercise its right to terminate this Agreement pursuant to Section 10.3 within one hundred twenty (120) days following the date of the occurrence of the damage, this Agreement shall terminate.

7.2 Notice Required. In the event of material damage to or destruction of the Premises, or any part thereof, the Tenant shall promptly give the Landlord notice of such occurrence and take all actions reasonably required to protect against hazards caused by such damage or destruction. For purposes of this Section 7.2, damage or destruction shall be deemed to be material if the estimated cost to repair equals or exceeds Fifty Thousand Dollars (\$50,000).

7.3 Landlord's Right to Terminate. Notwithstanding any contrary provision of this Article VII, the Landlord shall have the option to terminate this Agreement and be relieved of the obligation to restore the Premises where all or substantially all of the Premises are substantially damaged or destroyed and such damage or destruction resulted from a cause not insured against by the Tenant and/or the Landlord nor required to be insured against by the Tenant and/or the Landlord under this Agreement.

ARTICLE XIII MORTGAGES

8.1 Non-Subordination of Fee. Nothing in this Agreement shall be construed as an agreement by the Landlord to subordinate its fee interest in the Property. Except as expressly set forth in this Agreement, the Tenant shall not mortgage its interest in the Premises without the Landlord's prior written approval. Notwithstanding anything to the contrary, the Landlord shall have no obligation to encumber or otherwise subordinate its fee interest in the Property or approve any mortgage of the Tenant's leasehold estate.

ARTICLE IX ASSIGNMENT, TRANSFER, SUBLETTING; NONDISTURBANCE AND ATTORNMENT

9.1 Restrictions on Transfer, Assignment and Encumbrance. The Tenant shall have no right to sell, transfer, sublet, assign, encumber, hypothecate or otherwise convey ("**Transfer**") its leasehold interest hereunder or any portion of its interest in the Premises or this Agreement voluntarily, involuntarily, by operation of law, or otherwise, without the Landlord's prior written consent. No voluntary or involuntary assignee, subtenant, or successor in interest of the Tenant shall acquire any rights or powers under this Agreement absent such consent.

9.2 No Involuntary Transfers. Without limiting any other restrictions on transfer contained in this Agreement, no interest of the Tenant in this Agreement, the Premises or part thereof shall be assignable or transferable: (i) pursuant to any voluntary or involuntary proceeding under federal or state bankruptcy or insolvency law; (ii) pursuant to any assignment of the Tenant's assets for the benefit of its creditors; or (iii) pursuant to any order of attachment, garnishment, receivership, or similar action.

9.3 Assumption Agreement and Release. No permitted Transfer shall be effective until any curable default hereunder shall have been cured and there shall have been delivered to the Landlord an assumption agreement, executed by the transferor and the proposed transferee, whereby such transferee expressly assumes such obligations as arise and/or accrue at any time after such Transfer takes place; and whereby such transferee assumes liability for the obligations of this Agreement.

9.4 Sale by Landlord. Nothing contained in this Agreement shall be deemed in any way to limit, restrict or otherwise affect the right of the Landlord to sell, transfer, assign or convey all or any portion of the right, title and estate of the Landlord in the Property and in this Agreement; provided, however, that in each such instance any such sale, transfer, assignment or conveyance shall be subject to this Agreement, and the Tenant's other rights arising out of this Agreement shall not be affected or disturbed in any way by any such sale, transfer, assignment or conveyance. At such time as the Landlord shall sell, transfer, assign or convey the entire right, title and estate of the Landlord in the Property and in this Agreement, all obligations and liability on the part of the Landlord arising under this Agreement after the effective date of such sale, transfer, assignment or conveyance shall terminate as to the Landlord, and thereupon all such liabilities and obligations shall be binding upon the transferee.

9.5 Non-disturbance. Provided that the Tenant is not in default under this Agreement, the Tenant's possession, use and enjoyment of the Premises shall not be interfered with, disturbed or diminished, or otherwise affected in any manner as a result of any act or omission of the Landlord, any exercise of any remedies by the Landlord hereunder, or in the event of foreclosure by any lender of the Landlord. The Tenant shall also ensure that its possession, uses and enjoyment of the Premises does not interfere with, disturb or diminish or otherwise affect in any manner any other tenants on the Property.

ARTICLE X DEFAULT, REMEDIES AND TERMINATION

10.1 Event of Default. The Tenant shall be in default under this Agreement upon the occurrence of any of the following ("**Events of Default**"):

(a) Payment of Rent. The Tenant at any time is in default hereunder as to payment of Rent and such default continues for fifteen (15) days;

(b) Other Monetary Obligations. The Tenant at any time is in default hereunder as to any monetary obligation, and such default continues for thirty (30) days after the date upon which the Landlord shall have given the Tenant a Notice of Default (as defined in Section 10.2.1):

(c) Insurance. The Tenant fails to obtain and maintain any insurance required pursuant to Section 6.1 of this Agreement, and the Tenant fails to cure such default within fifteen (15) days following receipt of Notice of Default;

(d) Abandonment. The Tenant abandons the Premises and ceases to use it for the purposes authorized hereby for a period of ninety (90) days or more or as established pursuant to Section 1951.3 of the California Civil Code except when prevented by Force Majeure;

(e) Transfer. A voluntary or involuntary Transfer of all or any portion of the Tenant's interest in this Agreement occurs in violation of the provisions of Article IX;

(f) Non-Monetary Obligations. The Tenant defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 10.1, and unless a shorter cure period is specified for such default, the default continues for thirty (30) days after the date upon which the Landlord shall have given written notice of the default to the Tenant; provided however, if the default is of a nature that it cannot be cured within thirty (30) days, an Event of Default shall not arise hereunder if the Tenant commences to cure the default within thirty (30) days and thereafter pursues the curing of such default with due diligence and in good faith to completion and in no event later than one hundred eighty (180) days after receipt of a Notice of Default;

(g) Bankruptcy. The Tenant files a voluntary petition in bankruptcy or files any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to

bankruptcy, insolvency or other relief for debtors; or seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of the Tenant or of all or any substantial part of its property, or of any or all of the royalties, revenues, rents, issues or profits thereof, or makes any general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due;

(h) Reorganization. A court of competent jurisdiction enters an order, judgment or decree approving a petition filed against the Tenant seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days from the first date of entry thereof, or any trustee receiver or liquidator of the Tenant or of all or any substantial part of its property, or of any or all of the royalties, revenues, rents, issues or profits thereof is appointed without the consent or acquiescence of the Tenant and such appointment remains unvacated and unstayed for an aggregate of sixty (60) days, such sixty (60) day period to be extended in all cases during any period of a bona fide appeal diligently pursued by Tenant; and

(i) Attachment. A writ of execution or attachment or any similar process is issued or levied against all or any part of the interest of the Tenant in the Premises and such execution, attachment or similar process is not released, bonded, satisfied, or vacated or stayed within sixty (60) days after its entry or levy, such sixty (60) day period to be extended during any period of a bona fide appeal diligently pursued by Tenant.

10.2 Notice and Opportunity to Cure.

10.2.1 Notice of Default. Upon the occurrence of a default hereunder, the non-defaulting party shall deliver a notice to the nonperforming party (the "**Notice of Default**"), stating the nature of the obligation which such nonperforming party has failed to perform, and stating the applicable period of time, if any, permitted to cure the default.

10.2.2 Failure to Give Notice: No Waiver. Failure to give, or delay in giving, the Notice of Default shall not constitute a waiver of any obligation, requirement or covenant required to be performed hereunder. No failure or delay by either party in asserting any rights and remedies as to any breach shall operate as a waiver of any breach or of any such rights or remedies. Delay by either party in asserting any of its rights and remedies shall not deprive such party of the right to institute and maintain any action or proceeding which it may deem appropriate to protect, assert or enforce any such rights or remedies.

10.3 Remedies Upon Default.

10.3.1 Landlord's Remedies. Upon the occurrence of any Event of Default and in addition to any and all other rights or remedies of the Landlord hereunder and/or provided by law, the Landlord shall have the right to terminate this Agreement and/or the Tenant's possessory rights hereunder, in accordance with applicable law to re-enter the Premises and take possession thereof, and except as otherwise provided herein, to remove all persons and property thereupon, and to store such property at the Tenant's risk and for the Tenant's account, and the Tenant shall have no further claim thereon or hereunder. The Landlord's re-entry or taking of possession of the Premises shall not be construed as an election on the Landlord's part to terminate this Agreement unless the Landlord shall have given written notice of such intention to the Tenant. In no event shall this Agreement be treated as an asset of the Tenant after any final adjudication in bankruptcy except at the Landlord's option so to treat the same but no trustee, receiver, or liquidator of the Tenant shall have any right to disaffirm this Agreement.

10.3.2 Remedies Upon Abandonment. If the Tenant should default under this Agreement and abandon the Premises, the Landlord may, at its option, enforce all of its rights and remedies under this Agreement, including the right to recover Rent as it becomes due hereunder.

10.3.3 Landlord Right to Continue Lease. In the event of any default under this Agreement by the Tenant (and regardless of whether or not the Tenant has abandoned the Premises), this Agreement shall not terminate (except by an exercise of the Landlord's right to terminate under Section 10.3.1) unless the Landlord makes such election by the giving of any notice (including, without limitation, any notice preliminary or prerequisite to the bringing of legal proceedings in unlawful detainer) to terminate the Tenant's right to possession. For so long as this Agreement continues in effect, the Landlord may enforce all of the Landlord's rights and remedies under this Agreement, including, without limitation, the right to *recover* all Rent and other monetary payments as they become due hereunder. For the purposes of this Agreement, the following shall not constitute termination of the Tenant's right to possession: (a) acts of maintenance or preservation or efforts to relet the Premises; or (b) the appointment of a receiver upon initiative of the Landlord to protect the Landlord's interest under this Agreement.

10.3.4 Right to Injunction: Specific Performance. In the event of a default by the Tenant under this Agreement, the Landlord shall have the right to commence an action against the Tenant for damages, injunction and/or specific performance. The Tenant's failure, for any reason, to comply with a court-ordered injunction or order for specific performance shall constitute a breach under this Agreement.

10.3.5 Right to Receiver. Following the occurrence of an Event of Default, if the Tenant fails after receipt of a Notice of Default to cure the default within the time period set forth in this Agreement, the Landlord, at its option, may have a receiver appointed to take possession of the Tenant's interest in the Premises with power in the receiver (a) to administer the Tenant's interest in the Premises, (b) to collect all funds available in connection with the operation of the Premises, and (c) to perform all other acts consistent with the Tenant's obligations under this Agreement, as the court deems proper.

10.4 Remedies Cumulative. No remedy specified in Article X shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy provided hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy provided by this Agreement may be exercised from time to time and as often as occasion may arise or as may be deemed expedient, subject to any limitations set forth herein.

10.5 No Election of Remedies. The rights given in Article X to receive, collect or sue for any rent or rents, moneys or payments, or to enforce the terms, provisions and conditions of this Agreement, or to prevent the breach or nonobservance thereof, or the exercise of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall not in any way affect or impair or toll the right or power of the Landlord upon the conditions and subject to the provisions in this Agreement to terminate the Tenant's right of possession because of any default in or breach of any of the covenants, provisions or conditions of this Agreement beyond the applicable cure period.

10.6 Survival of Obligations. Nothing herein shall be deemed to affect the right of the Landlord under Article VI of this Agreement to indemnification for liability arising prior to the termination of this Agreement for personal injuries or property damage, nor shall anything herein be deemed to affect the right of the Landlord to equitable relief where such relief is appropriate. No expiration or termination of the Term by operation of law, or otherwise, and no repossession of the Improvements or any part thereof shall relieve the Tenant of its previously accrued liabilities and obligations hereunder, all of which shall survive such expiration, termination or repossession.

ARTICLE XI GENERAL PROVISIONS

11.1 Force Majeure: Extension of Times of Performance. Subject to the limitations set forth below, performance by either Party shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended where delays are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, governmental restrictions or priority, litigation, including court delays, unusually severe weather, acts or

omissions of the other Party, acts or failures to act of any public or governmental agency or entity (other than the Parties which shall not excuse delay in performance), or any other cause beyond the affected Party's reasonable control (collectively, "**Force Majeure**"). An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause and such extension is not rejected in writing by the other Party within ten (10) days of receipt of the notice. Neither Party shall unreasonably withhold consent to an extension of time pursuant to this Section 11.1.

Times of performance under this Agreement may also be extended in writing by the mutual agreement of the Landlord and the Tenant (acting in the discretion of its Fire Chief unless he or she determines in his or her discretion to refer such matter to the Board of Directors of the Tenant). Each Party expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Effective Date.

11.2 Representations of Landlord and Tenant.

11.2.1 The Tenant hereby represents and warrants that all of the following are true and correct as of the Effective Date:

(a) The Tenant has taken all requisite action in connection with the execution of this Agreement and the undertaking of the obligations set forth herein. This Agreement constitutes the legally valid and binding obligation of the Tenant, enforceable against the Tenant in accordance with its terms, except as it may be affected by bankruptcy, insolvency or similar laws or by legal or equitable principles relating to or limiting the rights of contracting parties generally; and

(b) The execution of this Agreement and the acceptance of the obligations set forth herein do not violate any court order or ruling binding upon the Tenant or any provision of any indenture, agreement or other instrument to which Tenant is a party or may be bound. Neither the entry into nor the performance of this Agreement will violate, be in conflict with or constitute a default under any charter, bylaw, partnership agreement, trust agreement, mortgage, deed of trust, indenture, contract, judgment, order or other agreement, charge, right or interest applicable to the Tenant.

11.2.2 Landlord hereby represents and warrants that all of the following are true and correct as of the Effective Date:

(a) The Landlord has taken all requisite action in connection with the execution of this Agreement and the undertaking of the obligations set forth herein. This Agreement constitutes the legally valid and binding obligation of the Landlord, enforceable against the Landlord in accordance with its terms, except as

it may be affected by bankruptcy, insolvency or similar laws or by legal or equitable principles relating to or limiting the rights of contracting parties generally; and

(b) The execution of this Agreement and the acceptance of the obligations set forth herein do not violate any court order or ruling binding upon the Landlord or any provision of any indenture, agreement or other instrument to which the Landlord is a party or may be bound. Neither the entry into nor the performance of this Agreement will violate, be in conflict with or constitute a default under any charter, bylaw, partnership agreement, trust agreement, mortgage, deed of trust, indenture, contract, judgment, order or other agreement, charge, right or interest applicable to the Landlord.

11.3 Miscellaneous.

11.3.1 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11.3.2 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section 11.4.2. All such notices shall be sent by:

- (i) personal delivery, in which case notice is effective upon delivery;
- (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
- (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or
- (iv) email transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by email shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

Tenant: Kensington Fire Protection District
217 Arlington Ave
Kensington CA 94707
Attn: Bill Hansell, General Manager
Tel: 510-527-8395
Email: bhansell@kensingtonfire.org

With copy to: Meyers Nave
1999 Harrison St, 9th Fl
Oakland CA 94612
Attn: John Bakker, General Counsel
Tel: 510-808-2000
Email: jbakker@meyersnave.com

Landlord: Unitarian Universalist Church of Berkeley
1 Lawson Rd
Kensington CA 94707
Attn: Tess Snook O'Riva, Executive Director
Email: ed@uucb.org

11.3.3 Captions: Construction. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree that since both Parties have participated in the negotiation and drafting of this Agreement with the advice of counsel, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

11.3.4 Successors and Assigns. Subject to the restrictions on transfer set forth in Article IX, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any permitted successor and assign of such Party who has acquired an interest in compliance with this Agreement as if in every case so expressed.

11.3.5 Short Form of Lease. The Parties contemplate that this Agreement should not and shall not be filed for record, but in lieu thereof, at the request of either Party, a memorandum of lease shall be executed by the Parties and recorded in the Official Records of Contra Costa County.

11.3.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of Contra Costa County, California or in the Federal District Court for the Northern District of California.

11.3.7 Attorney's Fees. If either Party commences an action against the other to enforce any obligation contained herein, or to interpret any provision hereof, the prevailing party shall be entitled to recover from the other Party reasonable counsel fees, costs and necessary disbursements, as determined by the court having jurisdiction over the action.

11.3.8 Indemnity Includes Defense Costs. In any case where either Party is obligated under an express provision of this Agreement, to indemnify and to save the other Party harmless from any damage or liability, the same shall be deemed to include defense of the indemnitee by the indemnitor, such defense to be through legal counsel reasonably acceptable to the indemnitee.

11.3.9 No Third-Party Beneficiaries: Disclaimer of Partnership, Lender/Borrower Relationship. Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties any rights or remedies hereunder. The relationship of the parties under this Agreement is solely that of landlord and tenant, and it is expressly understood and agreed that the Landlord does not as a result of this Agreement in any way or for any purpose become a partner of the Tenant or a joint venturer with the Tenant in the conduct of the Tenant's business or otherwise. This Agreement is not intended to, and shall not be construed to, create the relationship of principal and agent, partnership, joint venture, or association as between the Landlord and the Tenant. It is further expressly understood and agreed that this Agreement is not intended to, and shall not be construed to create the relationship of lender and borrower, and the Landlord does not, solely as a result of this Agreement, become a lender to the Tenant.

11.3.10 Entire Agreement. This Agreement, together with Exhibit A, Exhibit B, and Exhibit C, which by this reference are hereby incorporated herein, contains the entire agreement between the Parties relative to the transactions covered hereby. All previous correspondence, communications, discussions, agreements, understandings or proposals and acceptances thereof between the Parties or their representatives, whether oral or written, are deemed to have been integrated into and superseded by this Agreement and are of no further force and effect except as expressly provided in this Agreement.

11.3.11 Waiver: Modification. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other covenant or provision hereof. No waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party. This Agreement may be

amended or modified only by a written instrument executed by the Parties.

11.3.12 Time is of the Essence. Time is of the essence of this Agreement and of each provision hereof.

11.3.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

11.3.14 Action by the Parties. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the Tenant in its capacity as tenant hereunder is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the Fire Chief or by any person who shall have been designated by the Fire Chief, without further approval by the Board of Directors of the Tenant unless the Fire Chief determines in his or her discretion that such matter requires consideration by such Board of Directors.

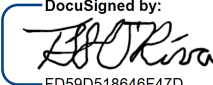
11.3.15 Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the Tenant or the Tenant shall be personally liable to Landlord or its successors in interest in the event of any default or breach by the Tenant or for any amount which may become due to the Landlord or the Tenant's permitted successors in interest pursuant to this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

LANDLORD:
Universalist Unitarian Church of Berkeley

TENANT:
Kensington Fire Protection District,
a local public agency.

By: 
FD59D518646F47D...

Tess Snook O'Riva

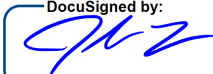
Executive Director

By: 

Bill Hansell

General Manager

APPROVED AS TO FORM:

By: 
4D33BDE7E6D8453...

John Bakker

General Counsel

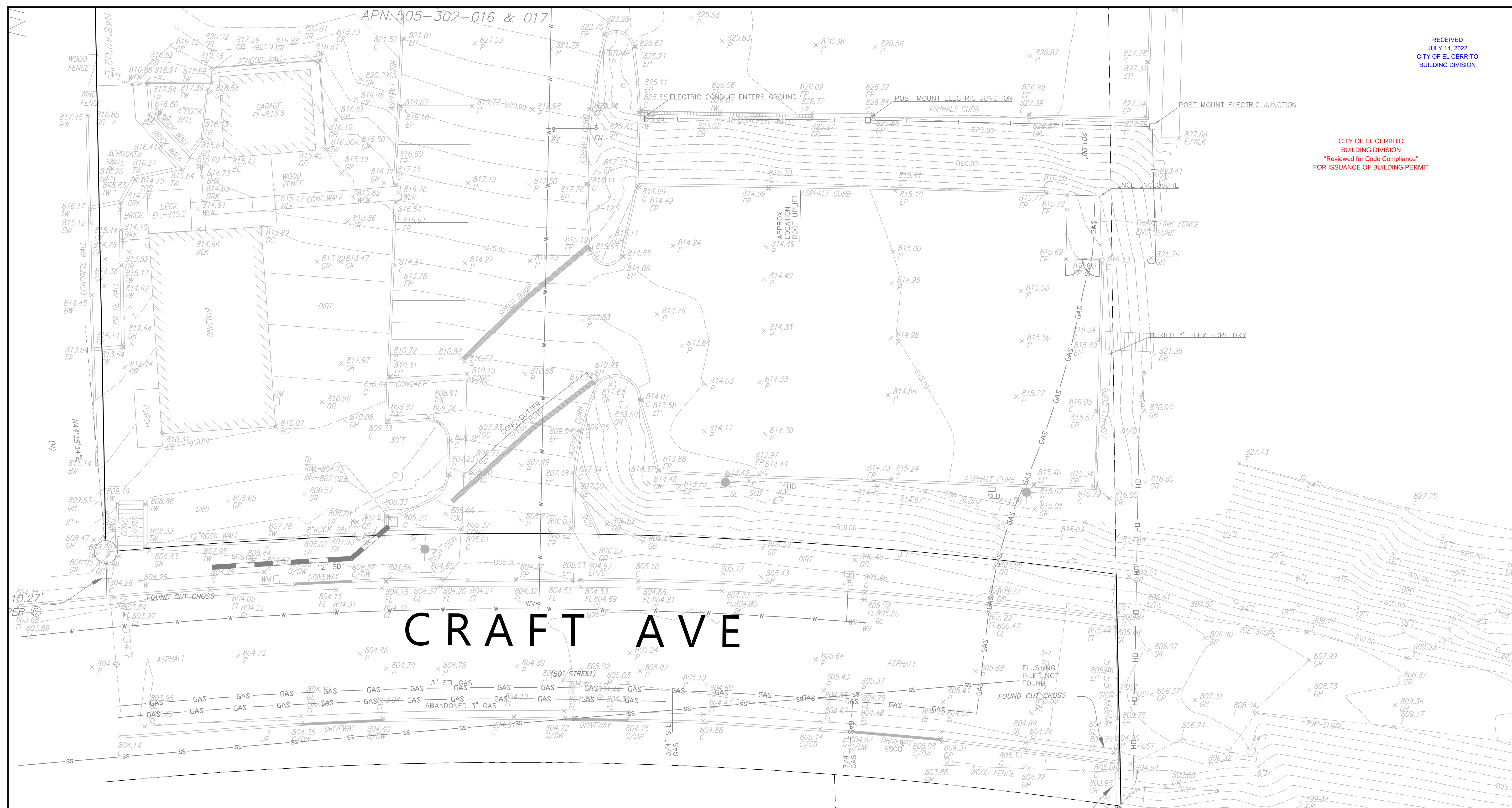
Exhibit A

DEPICTION OF PREMISES



Exhibit B

ALTERATIONS AND IMPROVEMENTS



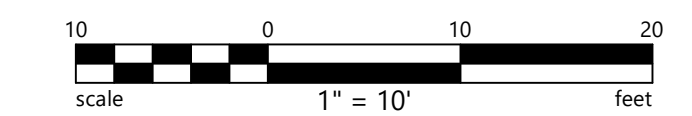
CRAFT AVE

ABBREVIATIONS:

- | | | |
|--|--------------------------------|---------------------------------------|
| *T = TREE (APPROX. DIA. @ BREAST HEIGHT) | -G = GAS LINE | -SD = STORM DRAIN LINE |
| AD = AREA DRAIN | GB = GRADE BREAK | SMDH = STORM DRAIN MANHOLE |
| AP = ANGLE POINT | GL = GUTTER LIP | SL = STREET LIGHT |
| BC = BUILDING CORNER | GM = GAS METER | SLB = STREET LIGHT BOX |
| BFP = BACK FLOW PREVENTER | GP = GATE POST | -SS- = SANITARY SEWER LINE |
| BL = BUILDING LINE | GR = GROUND ELEVATION | SSMH = SANITARY SEWER MANHOLE |
| BOL = BOLLART | GUY = GUY WIRE | SSCO = SANITARY SEWER CLEAN OUT |
| BW = BOTTOM OF WALL | GV = GAS VALVE | STR = STAIRS |
| C = TOP OF CURB | HB = HOSE BIB | T = TOP OF SLOPE |
| CB = CATCH BASIN | HCR = HANDICAP RAMP | t = TOE OF SLOPE |
| CL = CENTER LINE | INV = INVERT | -TEL- = UNDERGROUND TELEPHONE LINE |
| COL = COLUMN | JP = JOINT POLE | -T/E- = OVERHEAD TELEPHONE & ELECTRIC |
| CONC = CONCRETE | JP/C = JOINT POLE W/CONDUIT | TOC = TOP OF CONCRETE |
| DI = DRAIN INLET | MH = MAN HOLE | TW = TOP OF WALL |
| DL = DAYLIGHT | P = PAVEMENT | UB = UTILITY BOX |
| DW = DRIVEWAY | PP = POWER POLE | VD = V-DITCH |
| E/ = EDGE OF | PBB = PACIFIC BELL BOX | VG = VALLEY GUTTER |
| EB = ELECTRIC BOX | PGE = PACIFIC GAS AND ELECTRIC | W = BACK OF WALK |
| EP = EDGE OF PAVEMENT | PLNTR = PLANTER | -WL- = WATER LINE |
| F = FENCE | POC = POINT OF CURVE | WLK = WALK |
| FDC = FIRE DEPARTMENT CONNECTION | RET = RETURN | WM = WATER METER |
| FF = FINISH FLOOR | RMP = RAMP | WV = WATER VALVE |
| FH = FIRE HYDRANT | R/W = RIGHT OF WAY | |
| FL = FLOW LINE | S/ = SIGN | |

NOTES:

- BASIS OF BEARINGS: THE BEARING S 40° 10' 42" E, BETWEEN TWO FOUND STREET MONUMENTS ON KENNINGTON ROAD AS SHOWN ON THE MAP OF TRACT 2389, RECORDED IN BOOK 83 OF MAPS, PAGE 38, CONTRA COSTA COUNTY RECORDS.
- BENCHMARK: CONTRA COSTA COUNTY BM 1327, PK NAIL & TAG SET IN TOP OF CONCRETE CURB AT S.E. CORNER OF TRAFFIC ISLAND AT THE INTERSECTION OF HIGHLAND BLVD AND ARLINGTON BLVD. ELEVATION = 720.988' NGVD29 DATUM.
- THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES.
- CONTRACTORS AND OTHERS PERFORMING WORK SHALL VERIFY THE EXACT LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES.
- CONTOUR INTERVAL = 1'
- BOUNDARY AND TOPOGRAPHIC SURVEY WAS PREPARED BY: KISTER, SAVO & RE DATED 11/06/14.
- RECORD UTILITY DATA HAS BEEN ADDED BY BKF, MAY 2022



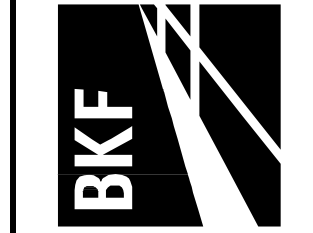
CITY OF EL CERRITO
BUILDING DIVISION
"Reviewed for Code Compliance"
FOR ISSUANCE OF BUILDING PERMIT

RECEIVED
JULY 14, 2022
CITY OF EL CERRITO
BUILDING DIVISION



PRELIMINARY
NOT FOR CONSTRUCTION
DATE: 06/09/2022

BKF ENGINEERS
1646 N. CALIFORNIA BLVD.
SUITE 400
WALNUT CREEK, CA 94596
(925) 940-2200
www.bkf.com



KENNINGTON FIRE DEPARTMENT TEMPORARY FIRE STATION
APN 505-302-017
808 CRAFT AVENUE EL CERRITO, CA, 94530

EXISTING CONDITION PLAN
800 CRAFT AVE

No.	Revisions

Date: 06/14/2022
Scale: AS SHOWN
Design: KP
Drawn: HH
Approved: ESS
Job No: 20220546
Drawing Number: **C1.0**
1 OF 5

CYCLE 1

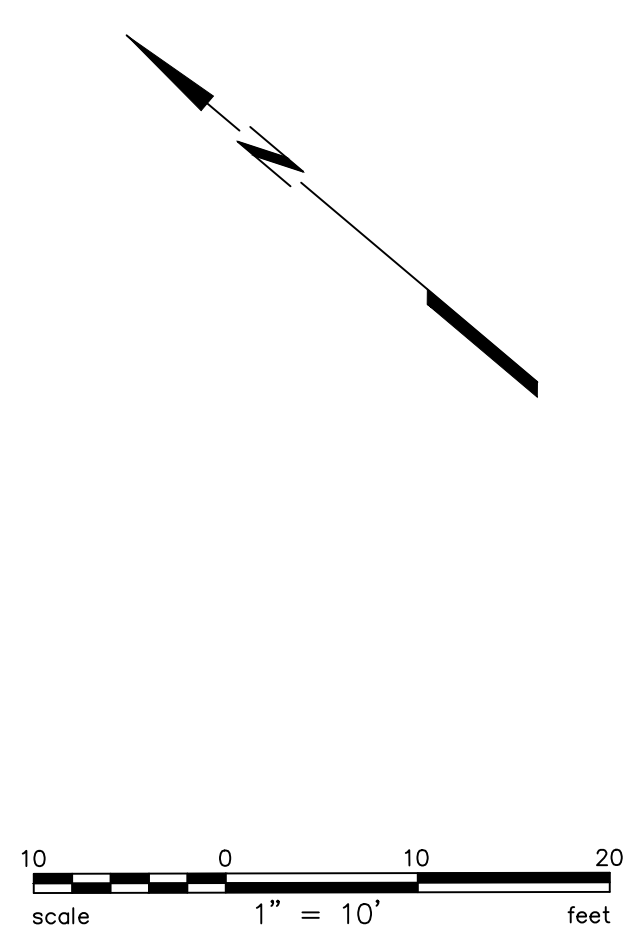
800 CRAFT AVE

BD22-0789



LEGEND:

- NEW ASPHALT PAVEMENT
- NEW OVERLAY

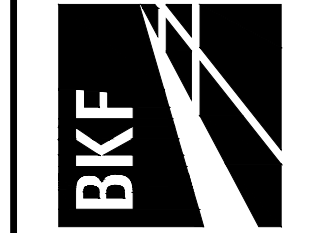


CITY OF EL CERRITO
BUILDING DIVISION
Reviewed for Code Compliance
FOR ISSUANCE OF BUILDING PERMIT



PRELIMINARY
NOT FOR CONSTRUCTION
DATE: 06/09/2022

BKF ENGINEERS
1648 N. CALIFORNIA BLVD.
SUITE 400
WALNUT CREEK, CA 94596
(925) 940-2200
www.bkf.com



KENSINGTON FIRE DEPARTMENT TEMPORARY FIRE STATION
APN 505-302-017
808 CRAFT AVENUE EL CERRITO, CA 94530

No.	Revisions

Date: 06/14/2022
Scale: AS SHOWN
Design: KP
Drawn: HH
Approved: ESS
Job No: 20220546
Drawing Number: **C3.0**

CYCLE 1

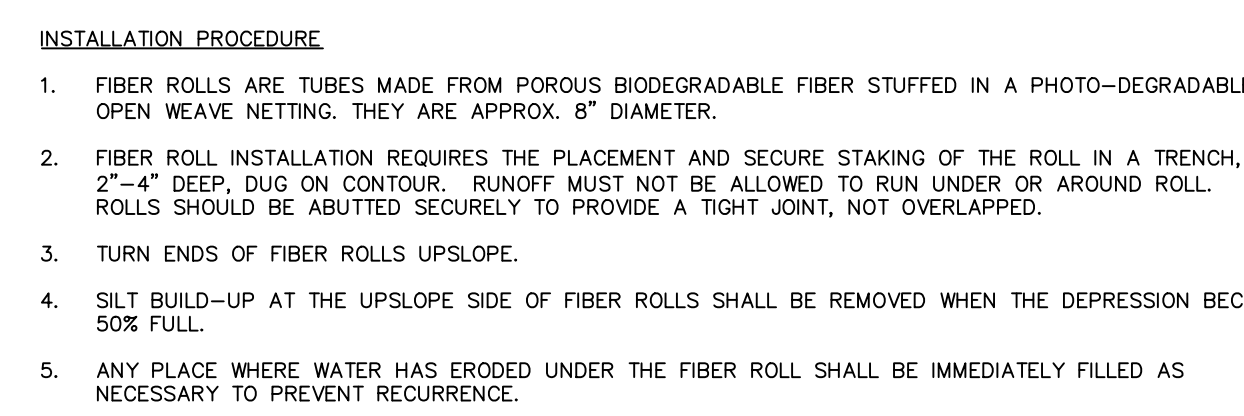
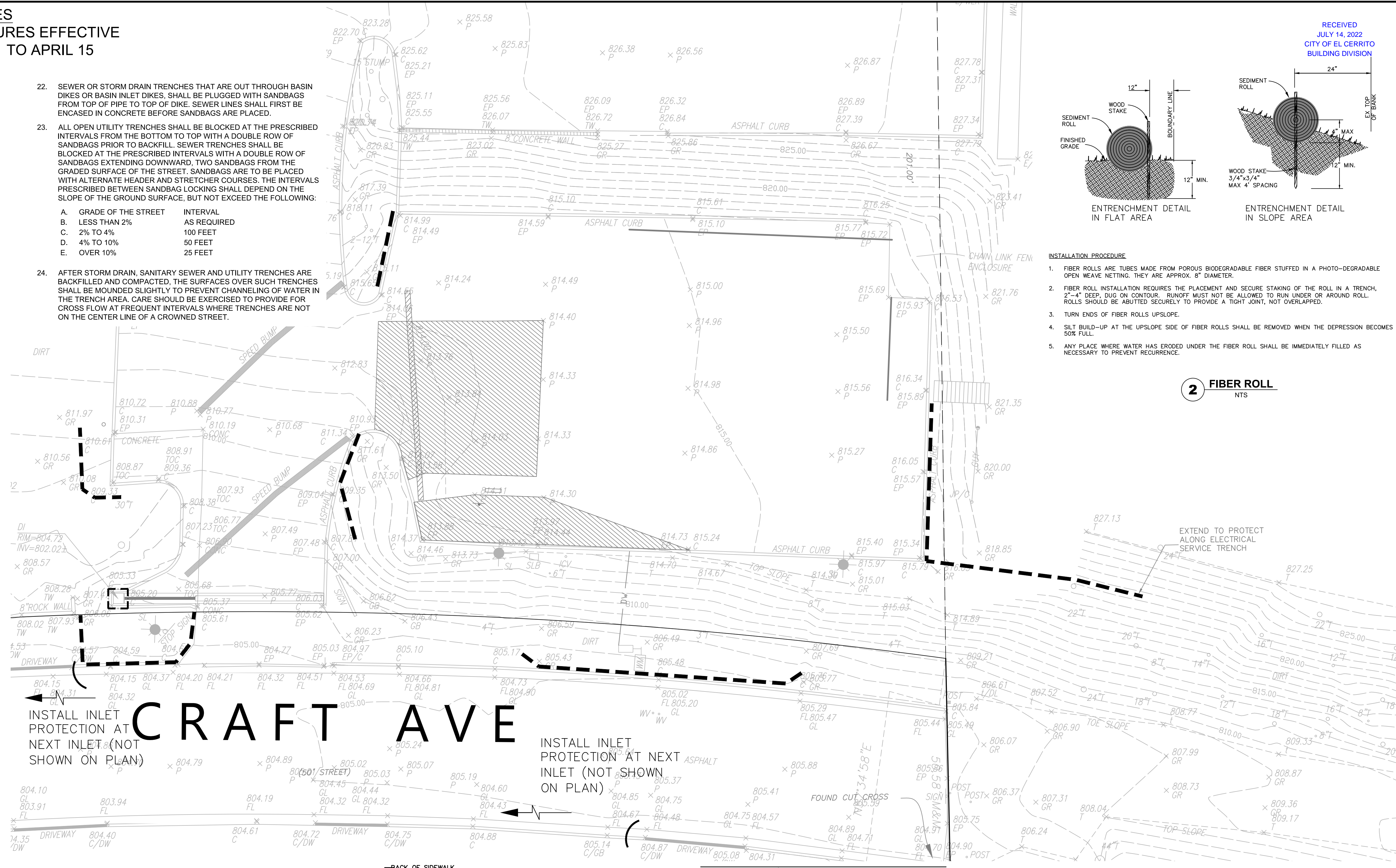
800 CRAFT AVE

BD22-0789

EROSION CONTROL NOTES TEMPORARY EROSION CONTROL MEASURES EFFECTIVE DURING STORM SEASON OCTOBER 1 TO APRIL 15

- TEMPORARY EROSION CONTROL DEVICES SHOWN ON GRADING PLAN WHICH INTERFERE WITH THE WORK SHALL BE RELOCATED OR MODIFIED WHEN THE INSPECTOR SO DIRECTS AS THE WORK PROGRESSES.
- EXCEPT AS OTHERWISE DIRECTED BY THE INSPECTOR, ALL DEVICES SHOWN ON THE EROSION CONTROL PLAN SHALL BE IN PLACE AT THE END OF EACH WORKING DAY. ALL EROSION CONTROL FACILITIES MUST BE INSPECTED AND REPAIRED AT THE END OF EACH WORKING DAY DURING THE RAINY SEASON AND MAINTAINED DURING THE RAINY SEASON (OCTOBER 1 TO APRIL 15).
- ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE PROVISIONS OF THE ASSOCIATION OF BAY AREA GOVERNMENTS (ABAG) "MANUAL OF STANDARDS FOR EROSION AND SEDIMENT CONTROL MEASURES" UNLESS OTHERWISE STATED WITHIN THESE GENERAL NOTES. CONTROL MEASURES ARE SUBJECT TO THE INSPECTION AND APPROVAL OF THE ENGINEERING DIVISION OF THE PUBLIC SERVICES DEPARTMENT. SCHEDULE AN ENGINEERING INSPECTION BY CALLING 925-943-5839 AT LEAST 48 HOURS PRIOR TO THE START OF ANY WORK.
 - GRADE OF THE STREET INTERVAL AS REQUIRED
 - LESS THAN 2% 100 FEET
 - 2% TO 4% 50 FEET
 - 4% TO 10% 25 FEET
 - OVER 10%
- ALL LOOSE SOIL AND DEBRIS SHALL BE REMOVED FROM THE STREET AREAS UPON STARTING OPERATIONS AND PERIODICALLY THEREAFTER AS DIRECTED BY THE INSPECTOR. THE SITE SHALL BE MAINTAINED SO AS TO MINIMIZE SEDIMENT LADEN RUNOFF TO ANY STORM DRAIN SYSTEM.
- THE CONTRACTOR SHALL PLACE DRAIN ROCK AS A GRAVEL ROADWAY (6" MINIMUM THICKNESS FOR THE FULL WIDTH AND 50 FEET LONG) AT EACH ROAD ENTRANCE TO THE SITE. ANY MUD THAT IS TRACKED ONTO PUBLIC STREETS SHALL BE REMOVED THE SAME DAY AS REQUIRED BY THE CITY ENGINEER.
- STAND-BY CREWS SHALL BE ALERTED BY THE PERMITTEE OR CONTRACTOR FOR EMERGENCY WORK DURING RAINSTORMS.
- AFTER OCTOBER 1, ALL EROSION CONTROL MEASURES WILL BE INSPECTED DAILY AND AFTER EACH STORM. AFTER OCTOBER 1, BREACHES IN DIKES AND SWALES WILL BE REPAIRED AT THE CLOSE OF EACH DAY AND WHENEVER RAIN IS FORECAST.
- AS A PART OF THE EROSION CONTROL MEASURES, UNDERGROUND STORM DRAIN FACILITIES AND CONCRETE SHALL BE INSTALLED COMPLETE AS SHOWN ON THE IMPROVEMENT PLANS.
- ALL STORM DRAIN INLET STRUCTURES GREATER THAN FOUR FEET IN DEPTH SHALL HAVE STEPS INSTALLED PER THE LATEST ACCEPTED SAFETY STANDARDS. A 6" CONCRETE COVER SLAB SHALL BE INSTALLED OVER PIPE WITH LESS THAN 2.5 FEET OF COVER TO SUBGRADE. ALL PIPE TO BE CLASS III UNLESS OTHERWISE NOTED.
- ALL GRADED AREAS, INCLUDING, BUT NOT LIMITED TO, CUT AND FILL SLOPES, STREETS, PARKING AREAS, AND BUILDING PADS SHALL BE HYDROSEEDDED PER ABAG. IN ADDITION TO HYDROSEEDING, APPLICATION OF STRAW WITH A TACKIFIER OR MULCH MAY BE REQUIRED BY THE CITY ENGINEER.
- IF ANY GRADING OPERATIONS, OTHER THAN LOT FINISH GRADING, ARE TO BE PERFORMED DURING THE RAINY SEASON, OCTOBER 1 THROUGH APRIL 15, AN EROSION CONTROL PLAN MUST BE SUBMITTED BY SEPTEMBER 1 AND THE PLAN MUST BE APPROVED BY THE CITY OF WALNUT CREEK PRIOR TO THE COMMENCEMENT OF ANY SUCH GRADING OPERATIONS.
- TO MINIMIZE EROSION OF GRADED BANKS, ALL GRADED BANKS STEEPER THAN 2% AND HIGHER THAN 3 FEET, SHALL BE HYDROSEEDDED, LANDSCAPED, OR SEALED. IN ADDITION TO HYDROSEEDING, APPLICATION OF STRAW WITH A TACKIFIER OR MULCH MAY BE REQUIRED BY THE CITY ENGINEER. IF THE PERMANENT STORM DRAIN SYSTEM IS NOT INSTALLED BY OCTOBER 1, TEMPORARY DITCHES SHALL BE CONSTRUCTED TO CONTAIN THE STORM WATER AND DIRECT IT IN A MANNER THAT AVOIDS EROSION OF THE BANKS, TO THE EROSION AND SEDIMENT CONTROL FACILITIES.
- ALL CUT AND FILL SLOPES ARE TO BE PROTECTED TO PREVENT OVERBANK FLOW USING 4" EARTH BERMS OR SILT FENCES.
- ALL GRADED AREAS, INCLUDING, BUT NOT LIMITED TO, CUT AND FILL SLOPES, STREETS, PARKING AREAS, AND BUILDING PADS SHALL BE HYDROSEEDDED PER CITY'S REQUIREMENT. SUGGESTED MIX DESIGN FOLLOWS:
 - 'BLANDO' BROME 40 LBS/ACRE
 - ZORRO FESCUE 10 LBS/ACRE
 - HYKON ROSE CLOVER 9 LBS/ACRE
 - SUB CLOVER 5 LBS/ACRE
 - CALIFORNIA NATIVE WILDFLOWER 8 LBS/ACRE
 - FERTILIZER 300 LBS/ACRE
 - ORGANIC BINDER 100 LBS/ACRE
 - STRAW MULCH 4000 LBS/ACRE

- SEWER OR STORM DRAIN TRENCHES THAT ARE OUT THROUGH BASIN DIKES OR BASIN INLET DIKES, SHALL BE PLUGGED WITH SANDBAGS FROM TOP OF PIPE TO TOP OF DIKE. SEWER LINES SHALL FIRST BE ENCASED IN CONCRETE BEFORE SANDBAGS ARE PLACED.
- ALL OPEN UTILITY TRENCHES SHALL BE BLOCKED AT THE PRESCRIBED INTERVALS FROM THE BOTTOM TO TOP WITH A DOUBLE ROW OF SANDBAGS PRIOR TO BACKFILL. SEWER TRENCHES SHALL BE BLOCKED AT THE PRESCRIBED INTERVALS WITH A DOUBLE ROW OF SANDBAGS EXTENDING DOWNWARD. TWO SANDBAGS FROM THE GRADED SURFACE OF THE STREET. SANDBAGS ARE TO BE PLACED WITH ALTERNATE HEADER AND STRETCHER COURSES. THE INTERVALS PRESCRIBED BETWEEN SANDBAG LOCKING SHALL DEPEND ON THE SLOPE OF THE GROUND SURFACE, BUT NOT EXCEED THE FOLLOWING:
 - GRADE OF THE STREET INTERVAL AS REQUIRED
 - LESS THAN 2% 100 FEET
 - 2% TO 4% 50 FEET
 - 4% TO 10% 25 FEET
 - OVER 10%
- AFTER STORM DRAIN, SANITARY SEWER AND UTILITY TRENCHES ARE BACKFILLED AND COMPACTED. THE SURFACES OVER SUCH TRENCHES SHALL BE MOUNDING SLIGHTLY TO PREVENT CHANNELING OF WATER IN THE TRENCH AREA. CARE SHOULD BE EXERCISED TO PROVIDE FOR CROSS FLOW AT FREQUENT INTERVALS WHERE TRENCHES ARE NOT ON THE CENTER LINE OF A CROWNED STREET.



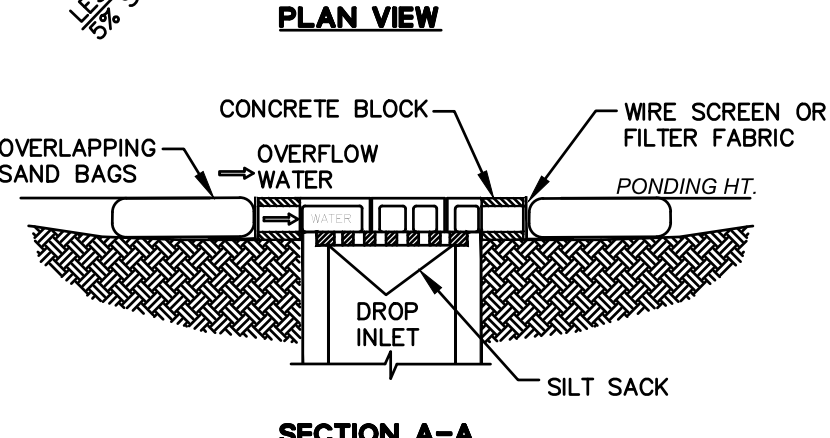
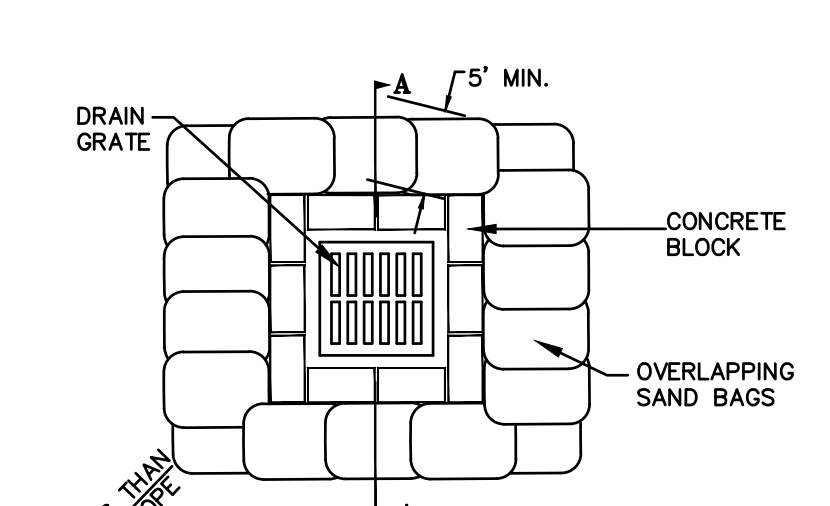
2 FIBER ROLL
NTS

- INSTALLATION PROCEDURE**
- FIBER ROLLS ARE TUBES MADE FROM POROUS BIODEGRADABLE FIBER STUFFED IN A PHOTO-DEGRADABLE OPEN WEAVE NETTING. THEY ARE APPROX. 8" DIAMETER.
 - FIBER ROLL INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF THE ROLL IN A TRENCH, 2"-4" DEEP, DUG ON CONTOUR. RUNOFF MUST NOT BE ALLOWED TO RUN UNDER OR AROUND ROLL. ROLLS SHOULD BE ABUTTED SECURELY TO PROVIDE A TIGHT JOINT, NOT OVERLAPPED.
 - TURN ENDS OF FIBER ROLLS UPSLOPE.
 - SILT BUILD-UP AT THE UPSLOPE SIDE OF FIBER ROLLS SHALL BE REMOVED WHEN THE DEPRESSION BECOMES 50% FULL.
 - ANY PLACE WHERE WATER HAS ERODED UNDER THE FIBER ROLL SHALL BE IMMEDIATELY FILLED AS NECESSARY TO PREVENT RECURRENCE.

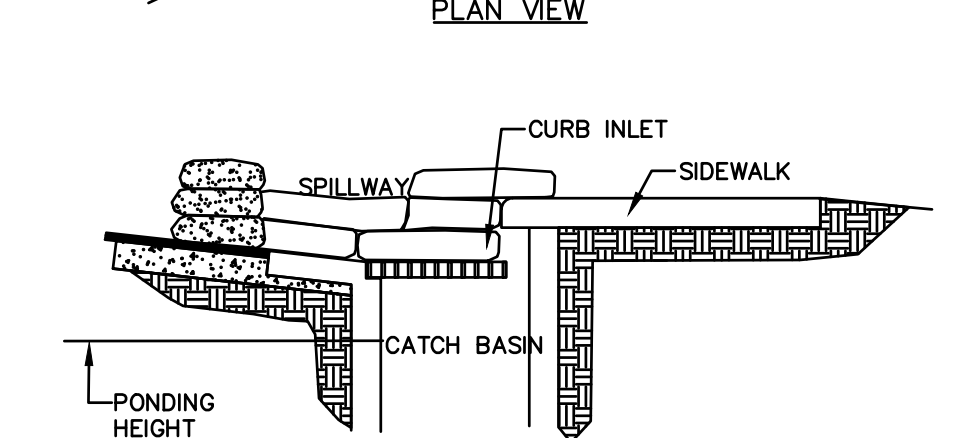
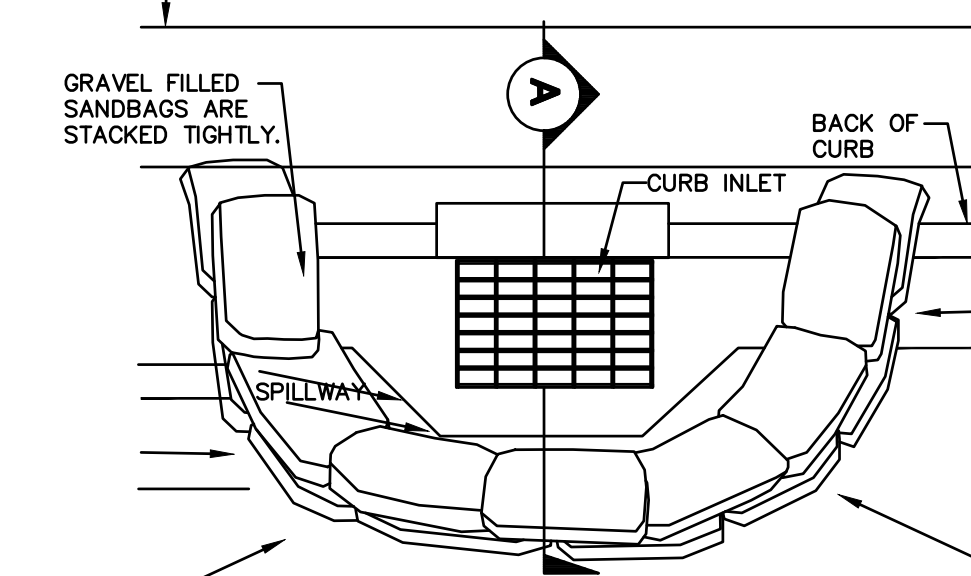
CRAFT AVE

INSTALL INLET PROTECTION AT NEXT INLET (NOT SHOWN ON PLAN)

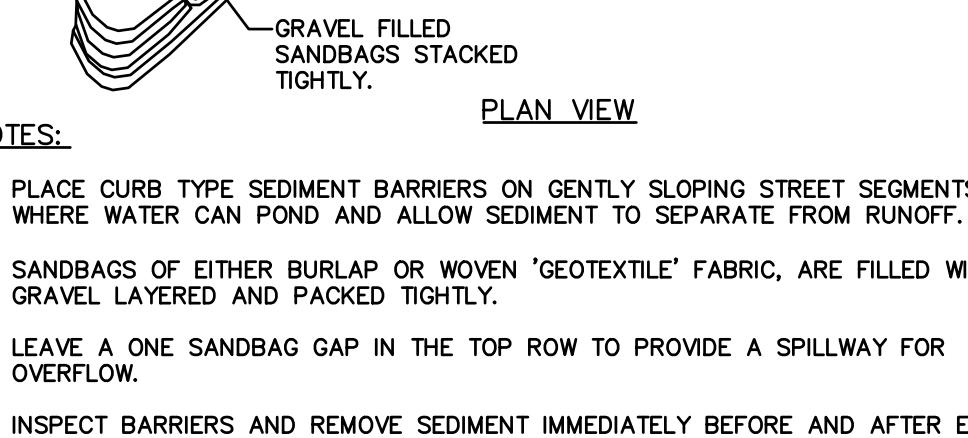
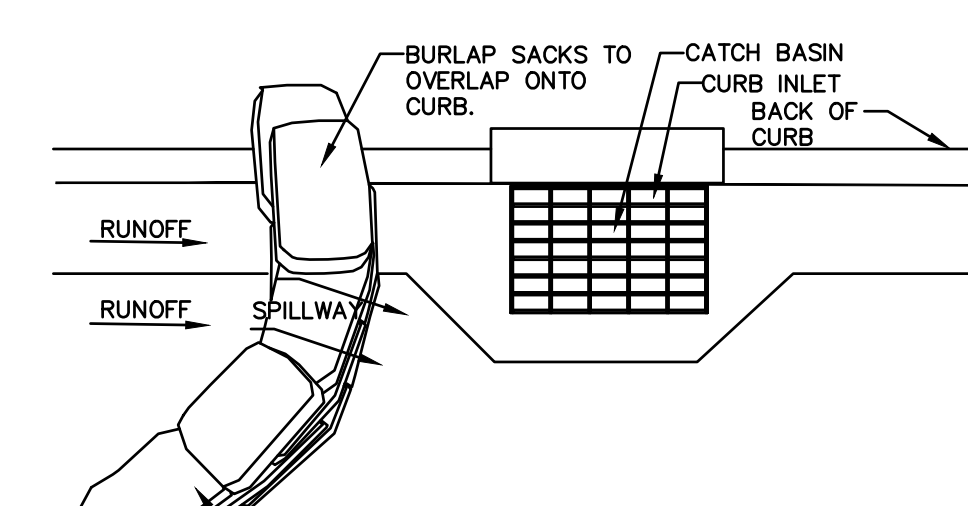
INSTALL INLET PROTECTION AT NEXT INLET (NOT SHOWN ON PLAN)



1 STORM INLET SEDIMENT BARRIER
NTS



1 STORM INLET SEDIMENT BARRIER
NTS



1 STORM INLET SEDIMENT BARRIER
NTS

LEGEND:

□ INLET PROTECTION PER DETAIL 1

--- FIBER ROLL PER DETAIL 2

NOTES:

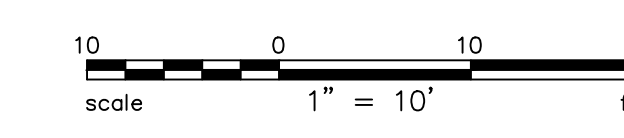
- PLACE CURB TYPE SEDIMENT BARRIERS ON GENTLY SLOPING STREET SEGMENTS, WHERE WATER CAN POND AND ALLOW SEDIMENT TO SEPARATE FROM RUNOFF.
- SANDBAGS OF EITHER BURLAP OR WOVEN 'GEOTEXILE' FABRIC, ARE FILLED WITH GRAVEL LAYERED AND PACKED TIGHTLY.
- LEAVE A ONE SANDBAG GAP IN THE TOP ROW TO PROVIDE A SPILLWAY FOR OVERFLOW.
- INSPECT BARRIERS AND REMOVE SEDIMENT IMMEDIATELY BEFORE AND AFTER EACH STORM EVENT. SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELED WAY IMMEDIATELY.

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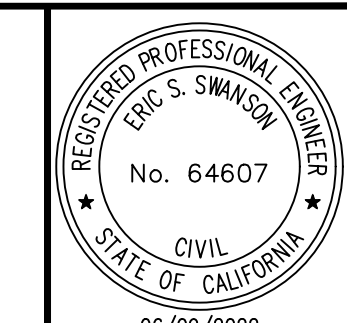
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Design: KP
Drawn: HH
Approved: ESS
Job No: 20220546

Drawing Number: **C4.0**

4 OF 5



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PRELIMINARY
NOT FOR CONSTRUCTION
DATE: 06/09/2022

BKF ENGINEERS
1646 N. CALIFORNIA BLVD.
SUITE 400
WALNUT CREEK, CA 94596
(925) 940-2200
www.bkf.com



KENSINGTON FIRE DEPARTMENT TEMPORARY FIRE STATION
APN 505-302-017
808 CRAFT AVENUE EL CERRITO, CA 94530

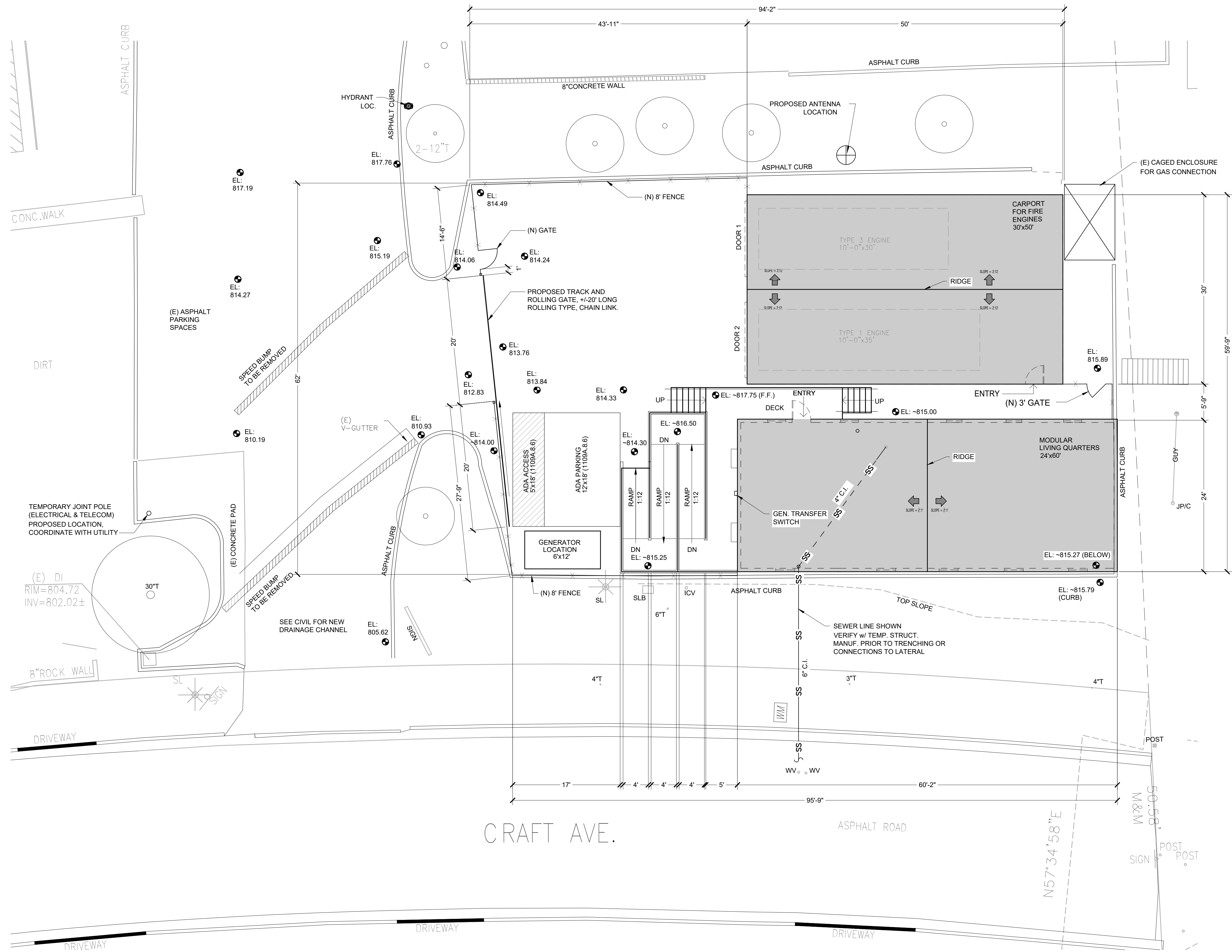
EROSION CONTROL PLAN
800 CRAFT AVE

Revisions	No.	Date	By
		06/14/2022	AS SHOWN
			Design: KP
			Drawn: HH
			Approved: ESS
			Job No: 20220546

CYCLE 1

800 CRAFT AVE

BD22-0789



1 SITE PLAN
1/8" = 1'-0"

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SITE PLAN - ABBREVIATIONS

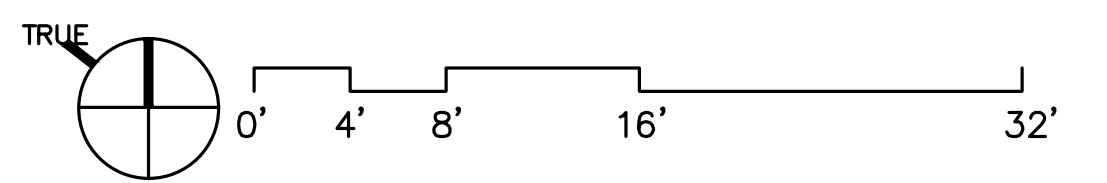
C.I.	CAST IRON
CO	CLEANOUT
DI	DRAIN INLET
PVC-80	SCHEDULE 80 PVC

UTILITY LINES LEGEND

— X — X — X —	FENCE LINE
— W — W — W —	WATER LINE
— G — G — G —	GAS LINE
— E — E — E —	ELECTRIC LINE
— SS — SS — SS —	SEWAGE LINE

GENERAL NOTES:

WATER ON SITE TO BE PROVIDED VIA CONNECTION TO AN ADJACENT EXISTING WATER LINE ON SITE WITH INSTALLED BACKFLOW PREVENTER



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**KENSINGTON FIRE PROTECTION DISTRICT
TEMPORARY FIRE STATION**

END OF CRAFT AVENUE
EL CERRITO, CA 94530

800 CRAFT AVE

Project: KENSINGTON FIRE PROTECTION DISTRICT TEMPORARY FIRE STATION
APN: 505-302-017
Registration:

Project No.: 21.07
Drawn By: GC
Checked By: RK
Issued Date: 06.07.22

Revision	No.	Date

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Sheet Title:
SITE/ROOF PLAN

Scale: As indicated

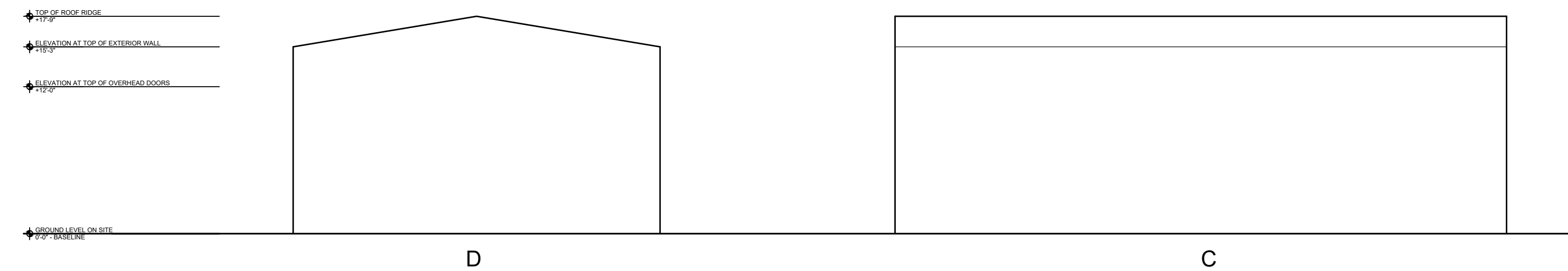
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A1.0

CYCLE 1

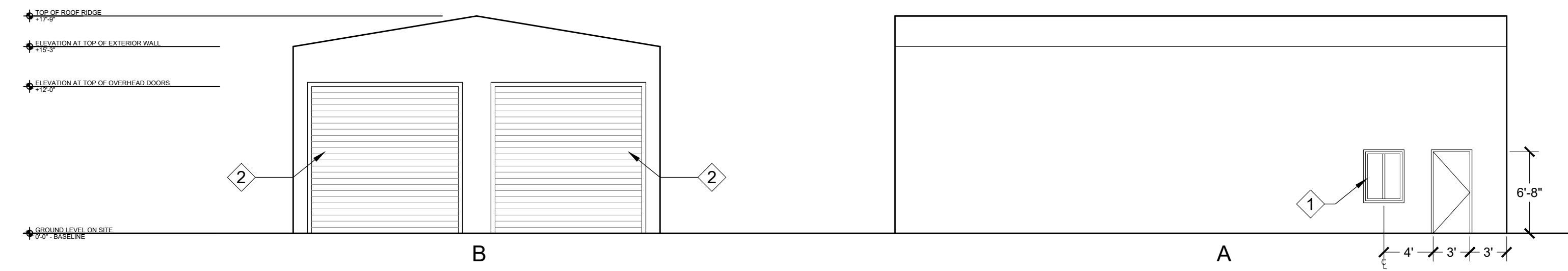
BD22-0789

KEY NOTES

- 1 SECURITY WINDOW
- 2 12'x12' OVERHEAD DOOR

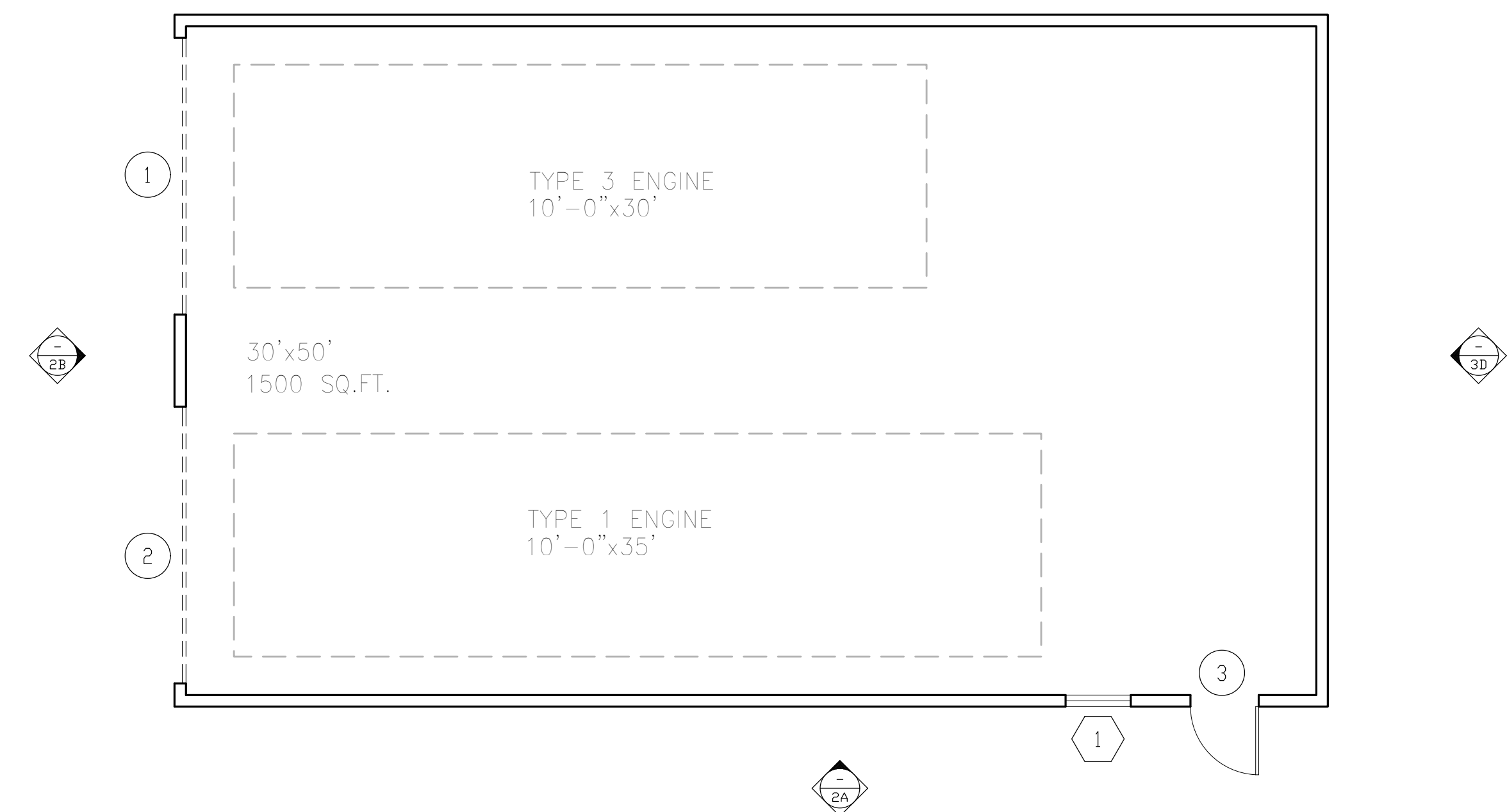


3 EXTERIOR ELEVATIONS: CARPORT FOR FIRE ENGINES
1/8" = 1'-0"



2 EXTERIOR ELEVATIONS: CARPORT FOR FIRE ENGINES
1/8" = 1'-0"

NOTE: Carport Under Separate Permit Application



1 FLOOR PLAN: CARPORT FOR FIRE ENGINES
3/16" = 1'-0"

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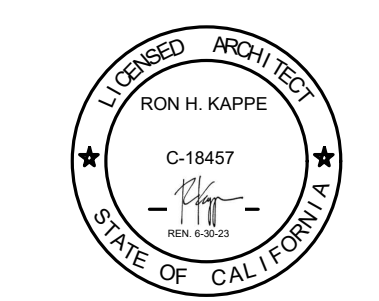
KENSINGTON FIRE PROTECTION DISTRICT
TEMPORARY FIRE STATION

END OF CRAFT AVENUE
EL CERRITO, CA 94530

Project:
KENSINGTON FIRE
PROTECTION DISTRICT
TEMPORARY FIRE STATION

APN: 505-302-017

Registration:



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Sheet Title:

**CARPORT FOR
FIRE ENGINES
FLOOR PLANS &
ELEVATIONS**

Scale: As indicated

Sheet No:

A2.1

KAPPE ARCHITECTS
801 D STREET SAN RAFAEL CA 94901
TEL: 415-487-7801

CYCLE 1

800 CRAFT AVE

BD22-0789

POWER DISTRIBUTION	
	SWITCHGEAR, SWITCHBOARD, DISTRIBUTION BOARD, SUBSTATION OR MOTOR CONTROL CENTER, FLOOR MOUNTED. DOUBLE LINE INDICATES FRONT FACE OF GEAR.
	PANELBOARD, 277/480V, SURFACE MOUNTED ON WALL.
	PANELBOARD, 277/480V, FLUSH MOUNTED IN WALL.
	PANELBOARD, 120/208V, SURFACE MOUNTED ON WALL.
	PANELBOARD, 120/208V, FLUSH MOUNTED IN WALL.
	DRY-TYPE STEP-DOWN TRANSFORMER, FLOOR MOUNTED 480-120/208V 3Ø, UON. DOUBLE LINE INDICATES FRONT FACE OF TRANSFORMER.
	ELECTRIC MOTOR, NIEC. MAKE POWER CONNECTIONS ONLY AS NOTED ON PLANS.
	COMBINATION EXHAUST FAN AND DOWNLIGHT FIXTURE, CEILING MOUNTED. FAN AND LIGHT SHALL BE CONTROLLED SEPARATELY.
	PULLBOX OR HANDHOLE, SIZE AND TYPE AS NOTED ON PLANS.
	SAFETY DISCONNECT SWITCH, 3 POLE, UON. ADJACENT NUMBER INDICATES FUSE SIZE WHEN APPLICABLE. LABELING CONVENTION AS FOLLOWS: A: 30A, NON-FUSED AF: 30A, FUSED B: 60A, NON-FUSED BF: 60A, FUSED C: 100A, NON-FUSED CF: 100A, FUSED D: 200A, NON-FUSED DF: 200A, FUSED
	MAGNETIC MOTOR STARTER, ADJACENT NUMBER INDICATES NEMA SIZE OF STARTER.
	COMBINATION MAGNETIC MOTOR STARTER WITH OVERCURRENT PROTECTION DISCONNECT, ADJACENT NUMBER INDICATES NEMA SIZE OF STARTER.
	PACKAGE MOTOR CONTROLLER OR STARTER FURNISHED AND INSTALLED UNDER ANOTHER DIVISION WITH EQUIPMENT CONTROLLED, PROVIDE SINGLE-POINT POWER SERVICE CONNECTION UNDER THIS DIVISION AS NOTED ON PLANS.
	DRIVEN GROUND ROD.
	DRIVEN GROUND ROD IN GROUND WELL WITH COVER.
	CABLE TO BUS TERMINATION LUGS.
	GROUP MOUNTED MOLDED CASE CIRCUIT BREAKER.
	GROUND FAULT RELAY INTEGRAL WITH CIRCUIT BREAKER.
	ELECTRICALLY OPERATED INTEGRAL.
	SHUNT-TRIP INTEGRAL WITH OVERCURRENT PROTECTION DEVICES.
	KIRK-KEY INTERLOCK INTEGRAL WITH OVERCURRENT PROTECTION DEVICES. ADJACENT NUMBER CORRESPONDS WITH DEVICE INTERLOCK.
	PRIVATE METER, MOUNTED INTEGRAL WITH OVERCURRENT PROTECTION OR SEPARATE WITHIN SWITCHGEAR.
	UTILITY METER, MOUNTED IN UTILITY METER SECTION OF SWITCHGEAR.
	PRIVATE METER, MOUNTED IN SEPARATE ENCLOSURE FROM SWITCHGEAR.
	GROUND FAULT RELAY WITH SHUNT TRIP.
	GROUND FAULT ALARM, NO SHUNT TRIP.
	TRANSFORMER.
	CONNECTION TO GROUND.
	CURRENT TRANSFORMERS.
	POTENTIAL TRANSFORMERS.
	AUTOMATIC OR MANUAL TRANSFER SWITCH.
	EMERGENCY GENERATOR.
	BATTERIES.
	NEUTRAL SERVICE DISCONNECT LINK.
	SURGE PROTECTION DEVICE, 'SPD'.
	CONTROL CONTACTOR.
	NORMALLY OPEN CONTACT.
	NORMALLY CLOSED CONTACT.
	DIGITAL METERING UNIT.
	GROUND BUS.
	NEUTRAL BUS.

CONVENTIONS	
	NUMBERED NOTE, APPLIES TO ALL DRAWINGS.
	NUMBERED SHEET NOTE, APPLIES TO DRAWING CONTAINING NOTES ONLY.
	OVERCURRENT PROTECTIVE DEVICE SPACE IDENTIFICATION TAG. REFERS TO LOCATION OF PROTECTIVE OR CONTROL DEVICE WITHIN SWITCHBOARDS, DISTRIBUTION BOARDS, MOTOR CONTROL CENTERS, ETC.
	EQUIPMENT IDENTIFICATION TAG: ITEM FURNISHED AND INSTALLED UNDER ANOTHER SECTION AND WIRED UNDER THIS SECTION.
	FEEDER SIZE. REFER TO FEEDER SCHEDULE.
	DETAIL REFERENCE: 1 - E-801 DETAIL DESIGNATION SHEET NUMBER
	LUMINAIRE IDENTIFICATION TAG: 2 - F3 LUMINAIRE TYPE QUANTITY
	UNDERGROUND CONDUIT DESIGNATION: - 754 - CONDUIT SIZE IN INCHES CONDUIT SYSTEM DESIGNATION P: PRIMARY POWER S: SECONDARY POWER T: TELECOMMUNICATIONS QUANTITY OF CONDUITS
	SWITCHBOARDS, DISTRIBUTION BOARDS, AND PANELBOARDS: H 2 A BOARD DESIGNATION FLOOR NUMBER VOLTAGE CLASSIFICATION MS : MAIN SWITCHBOARD HD : 277/480 DIST. BOARD H : 277/480 PANELBOARD LD : 120/208 DIST. BOARD L : 120/208 PANELBOARD

SYMBOLS LIST	
WIRING DEVICES	
	JUNCTION BOX, WALL MOUNTED, +18" UON.
	JUNCTION BOX, MOUNTED IN FLUSH FLOOR BOX.
	JUNCTION BOX, MOUNTED FLUSH IN CEILING.
	JUNCTION BOX, SURFACE OR PENDANT MOUNTED TO STRUCTURE IN ACCESSIBLE CEILING SPACE.
	JUNCTION BOX, MOUNTED ON CONDUIT STANCHION FLOOR PENETRATION, +12" UON.
	SINGLE-PLEX CONVENIENCE RECEPTACLE DEVICE, WALL MOUNTED, +18" UON.
	DUPLEX CONVENIENCE RECEPTACLE DEVICE, WALL MOUNTED, +18" UON. ADJACENT LETTERING DENOTED BELOW APPLY TO ALL RECEPTACLE DEVICES WHEN SHOWN ON DRAWINGS. A: ARC FAULT CURRENT INTERRUPTER (AFCI) G: GROUND FAULT CURRENT INTERRUPTER (GFCI) IG: ISOLATED GROUND U: INTEGRAL USB PORTS WP: WEATHER-RESISTANT, GROUND FAULT CURRENT INTERRUPTER (GFCI) WITH WEATHERPROOF "IN USE" COVER
	DOUBLE DUPLEX CONVENIENCE RECEPTACLE DEVICE, WALL MOUNTED, +18" UON.
	DUPLEX CONVENIENCE RECEPTACLE DEVICE, WALL MOUNTED OVER COUNTER, 6" ABOVE BACK SPLASH UON, BUT NO HIGHER THAN ADA REQUIREMENTS.
	DUPLEX CONVENIENCE RECEPTACLE DEVICE, SPLIT-WIRED, WALL MOUNTED, +18" UON.
	DUPLEX CONVENIENCE RECEPTACLE DEVICE, ON EMERGENCY POWER, WALL MOUNTED, +18" UON.
	DUPLEX CONVENIENCE RECEPTACLE DEVICE, HORIZONTALLY WALL MOUNTED, +18" UON.
	SPECIALTY OUTLET DEVICE, NEMA CONFIGURATION TYPE AS NOTED ON PLANS, WALL MOUNTED, +18" UON.
	DOUBLE DUPLEX CONVENIENCE RECEPTACLE DEVICE, MOUNTED FLUSH IN CEILING.
	COMBINATION POWER/TELECOMMUNICATION DEVICE, MOUNTED IN FLUSH FLOOR BOX. TYPE AS NOTED ON PLANS OR IN SPECIFICATIONS.
	DUPLEX CONVENIENCE RECEPTACLE DEVICE, MOUNTED ON CONDUIT STANCHION FLOOR PENETRATION, +12" UON.
	DUPLEX CONVENIENCE RECEPTACLE DEVICE, CORD OR REEL HUNG FROM STRUCTURE ABOVE. TYPE AS NOTED ON PLANS.
	SINGLE-POLE, MANUAL DISCONNECT SWITCH WITH THERMAL OVERLOAD ELEMENT, MOUNTED ADJACENT TO MOTOR.
	SINGLE-POLE, FRACTIONAL HORSEPOWER, MOTOR STARTER/DISCONNECT SWITCH, MOUNTED ADJACENT TO MOTOR.
	SWITCH FURNISHED UNDER ANOTHER DIVISION, BUT INSTALLED AND WIRED UNDER THIS DIVISION, WALL MOUNTED, +42" UON.
	LINE-VOLTAGE THERMOSTAT, NIEC, WALL MOUNTED +48" UON. INSTALLED AND WIRED BY ELECTRICAL.
	CONTROL STATION, WALL MOUNTED, +42" UON.

LIGHTING	
	SUSPENDED LINEAR LUMINAIRE. SUSPENSION POINTS ARE GRAPHIC ONLY AND DO NOT REPRESENT ACTUAL LOCATION OR QUANTITY.
	LUMINAIRE, WALL MOUNTED.
	STRIP LUMINAIRE, SURFACE OR PENDANT MOUNTED.
	DOWNLIGHT/INDUSTRIAL LUMINAIRE, SURFACE OR PENDANT MOUNTED.
	SCONCE LUMINAIRE, WALL MOUNTED.
	EXIT SIGN LUMINAIRE, CEILING OR WALL MOUNTED WITH DIRECTIONAL ARROWS AS NOTED ON PLANS. WORD 'EXIT' TO BE LOCATED IN SHADED FACE(S).
	COMBO EXIT SIGN AND EGRESS LUMINAIRE, CEILING OR WALL MOUNTED WITH ARROWS AS NOTED ON PLANS OR IN LUMINAIRE SCHEDULE.
	EMERGENCY SELF-POWERED BATTERY PACK WITH LUMINAIRE HEADS AS NOTED ON PLANS OR IN LUMINAIRE SCHEDULE.
	AREA LUMINAIRE, SURFACE OR RECESSED MOUNTED TO WALL.

DIGITAL LIGHTING CONTROLS	
	SINGLE ZONE DIMMER SWITCH WITH ON/OFF/DIM CAPABILITIES, WALL MOUNTED, +42" UON.
	SINGLE ZONE SWITCH WITH ON/OFF CAPABILITIES, WALL MOUNTED, +42" UON.
	DAYLIGHT HARVESTING SENSOR, CEILING MOUNTED.
	OCCUPANCY SENSOR, CEILING MOUNTED FOR AREA COVERAGE.
	LIGHTING CONTROL OCCUPANCY SENSOR WITH DUAL LEVEL SWITCHING, WALL MOUNTED, +42" UON.
	LIGHTING CONTROL OCCUPANCY SENSOR WITH SINGLE LEVEL SWITCHING, WALL MOUNTED, +42" UON.

SOME OF THESE SYMBOLS SHOWN WITH FIRE ALARM ON THIS PROJECT	
	SMOKE DETECTOR INITIATING DEVICE, CEILING MOUNTED IN FLUSH OR SURFACE JUNCTION BOX. "C" DENOTES MULTI-CRITERIA CARBON MONOXIDE AND SMOKE DETECTOR.
	SMOKE DETECTOR INITIATING DEVICE, WALL MOUNTED IN FLUSH JUNCTION BOX, MAXIMUM 6" BELOW CEILING.
	AUDIBLE NOTIFICATION APPLIANCE, WALL MOUNTED, 6" BELOW CEILING OR +80" AFF, WHICHEVER IS LOWER.
	VISIBLE NOTIFICATION APPLIANCE, WALL MOUNTED, 6" BELOW CEILING OR +80" AFF, WHICHEVER IS LOWER. NUMBER ASSOCIATED WITH 'cd' REPRESENTS CANDELA RATING OF STROBE.
	AUDIBLE/VISIBLE NOTIFICATION APPLIANCE, WALL MOUNTED, 6" BELOW CEILING OR +80" AFF, WHICHEVER IS LOWER. NUMBER ASSOCIATED WITH 'cd' REPRESENTS CANDELA RATING OF STROBE.
	VISIBLE NOTIFICATION APPLIANCE, CEILING MOUNTED IN FLUSH BACK BOX. NUMBER ASSOCIATED WITH 'cd' REPRESENTS CANDELA RATING OF STROBE.
	AUDIBLE/VISIBLE NOTIFICATION APPLIANCE, CEILING MOUNTED IN FLUSH BACK BOX. NUMBER ASSOCIATED WITH 'cd' REPRESENTS CANDELA RATING OF STROBE.
	SMOKE ALARM FOR RESIDENTIAL DWELLING UNITS, NON-ADDRESSABLE, 120V DEVICE WITH BATTERY BACK-UP, CEILING MOUNTED IN FLUSH OR SURFACE JUNCTION BOX.
	SMOKE ALARM FOR RESIDENTIAL DWELLING UNITS, NON-ADDRESSABLE, 120V DEVICE WITH BATTERY BACK-UP, WALL MOUNTED MAXIMUM 6" BELOW CEILING IN FLUSH JUNCTION BOX.
	COMBINATION SMOKE AND CARBON MONOXIDE ALARM FOR RESIDENTIAL DWELLING UNITS, NON-ADDRESSABLE, 120V DEVICE WITH BATTERY BACK-UP, CEILING MOUNTED IN FLUSH OR SURFACE JUNCTION BOX.
	COMBINATION SMOKE AND CARBON MONOXIDE ALARM FOR RESIDENTIAL DWELLING UNITS, NON-ADDRESSABLE, 120V DEVICE WITH BATTERY BACK-UP, WALL MOUNTED MAXIMUM 6" BELOW CEILING IN FLUSH JUNCTION BOX.

RACEWAYS	
	CONDUIT RUN EXPOSED ON WALL OR CEILING.
	CONDUIT RUN CONCEALED IN SLAB, UNDER SLAB OR UNDERGROUND.
	CONDUIT RUN CONCEALED IN WALL OR ABOVE CEILING.
	CONDUIT HOMERUN, CONTINUOUS RUN TO PANEL OR EQUIPMENT CABINET. HOMERUN CAN OCCUR ON ANY OF THE ABOVE ROUTING CONDITIONS.
	CONDUIT TURNED UP, CAN OCCUR ON ANY OF THE ABOVE ROUTING CONDITIONS.
	CONDUIT TURNED DOWN, CAN OCCUR ON ANY OF THE ABOVE ROUTING CONDITIONS.
	CONDUIT CAPPED OR STUBBED WITH INSULATED BUSHINGS, CAN OCCUR ON ANY OF THE ABOVE ROUTING CONDITIONS.
	CONDUIT SLEEVE, WITH INSULATING BUSHINGS.
	FLEXIBLE METALLIC CONDUIT, EQUIPMENT CONNECTION.
	CROSSMARKS ON BRANCH CIRCUIT CONDUIT RUNS INDICATE THE QUANTITY OF CONDUCTORS AS FOLLOWS (GROUND CONDUCTORS ARE NOT NOTED, BUT SHOULD BE INCLUDED IN EVERY CONDUIT WITH POWER CONDUCTORS): 1. NO CROSSMARKS INDICATES TWO #12 AWG CONDUCTORS, UON. 2. THREE TO SIX CROSSMARKS INDICATES THE QUANTITY OF #12 AWG CONDUCTORS, UON. 3. SEVEN OR MORE CROSSMARKS INDICATES THE QUANTITY OF #10 AWG CONDUCTORS, UON.

LINE VOLTAGE LIGHTING CONTROL	
	S SINGLE-POLE, SINGLE-THROW SWITCH, WALL MOUNTED, +42" UON.
	S ³ THREE-WAY SWITCH, WALL MOUNTED, +42" UON.
	S ⁴ FOUR-WAY SWITCH, WALL MOUNTED, +42" UON.
	S ^K SINGLE-POLE, SINGLE-THROW SWITCH, KEY-OPERATED, WALL MOUNTED, +42" UON.
	S ^P SINGLE-POLE, SINGLE-THROW SWITCH, WITH PILOT LIGHT, WALL MOUNTED, +42" UON.
	S ^D WALLBOX DIMMER SWITCH, +42" UON. SIZED PER CONNECTED LOAD ON PLANS AND FURNISHED FOR LAMP SOURCE SERVED. PROVIDED FOR DERATING WHEN INSTALLED GANGED LOCATIONS.
	S ^{TC} SINGLE-POLE, TIMER CONTROLLED SWITCH, WALL MOUNTED, +42" UON.
	S ^{EP} SINGLE-POLE, SINGLE-THROW SWITCH, EXPLOSION PROOF, WALL MOUNTED, +42" UON.
	S ^V LINE VOLTAGE SINGLE RELAY VACANCY SENSOR, WALL MOUNTED, +42" UON.
	S ^{WP} SINGLE-POLE, SINGLE-THROW SWITCH WITH WEATHERPROOF COVER, WALL MOUNTED, +42" UON.
	S ^H SINGLE-POLE SWITCH WITH AUTOMATIC HUMIDITY CONTROL, WALL MOUNTED, +42" UON.
	S ^M DUAL LEVEL OCCUPANCY SENSOR SWITCH, WALL MOUNTED, +42" UON.
	S ^{M1} SINGLE LEVEL OCCUPANCY SENSOR SWITCH, WALL MOUNTED, +42" UON.
	S ^{DM} COMBINATION OCCUPANCY SENSOR AND DIMMER SWITCH, WALL MOUNTED, +42" UON.
	S ^{OS} OCCUPANCY SENSOR FOR AREA COVERAGE, CEILING MOUNTED.
	S ^{PC} PHOTOELECTRIC CELL SENSOR, CEILING MOUNTED.
	S ^{ETD} EGRESS LIGHTING TRANSFER DEVICE.

ABBREVIATIONS			
A	AMPERES	LCP	LIGHTING CONTROL PANEL
AFI	ARC FAULT CIRCUIT INTERRUPTER	MBGB	MAIN BUILDING GROUND BUS
AF	AMPERE OVERCURRENT FRAME SIZE (WHEN APPLIED TO CIRCUIT BREAKERS) OR AMPERE FUSE SIZE (WHEN APPLIED TO FUSES)	MCB	MAIN CIRCUIT BREAKER
AFF	ABOVE FINISHED FLOOR	MLO	MAIN LUGS ONLY
AIC	ASYMMETRIC INTERRUPTING CURRENT	MT	EMPTY CONDUIT
AL	ALUMINUM	MTS	MANUAL TRANSFER SWITCH
AT	AMPERE OVERCURRENT TRIP (WHEN APPLIED TO CIRCUIT BREAKERS)	(N)	NEW
AV	AUDIO / VIDEO	NC	NORMALLY CLOSED
ATS	AUTOMATIC TRANSFER SWITCH	NF	NON-FUSED
C	CONDUIT	NIEC	NOT IN ELECTRICAL CONTRACT
CCTV	CLOSED CIRCUIT TELEVISION	NL	NIGHT LIGHT, UNSWITCHED
CEC	CALIFORNIA ELECTRICAL CODE	NO	NORMALLY OPEN
CL	CURRENT LIMITING CIRCUIT BREAKER OR FUSE	NTS	NOT TO SCALE
CP	CIRCULATION PUMP	OC	ON CENTER
CT	CURRENT TRANSFORMER	OFCI	OWNER FURNISHED CONTRACTOR INSTALLED
CU	COPPER	PNL	PANEL
DF	DRINKING FOUNTAIN	PT	POTENTIAL TRANSFORMER
(E)	EXISTING TO REMAIN	PVC	POLYVINYL CHLORIDE
EC	ELECTRICAL CONTRACTOR	(R)	EXISTING TO BE REMOVED
EF	EXHAUST FAN	(RR)	REMOVE AND RELOCATE
EMT	ELECTRICAL METALLIC TUBING	SAD	SEE ARCHITECTURAL DRAWINGS
EPH	ELECTRIC WATER HEATER	TC	TIME CLOCK
F	FUSED	TP	TWISTED-PAIR
(F)	FUTURE	SPD	SURGE PROTECTION DEVICE
FACP	FIRE ALARM CONTROL PANEL	TX	TRANSFORMER
FLA	FULL LOAD AMPERES	TYP	TYPICAL
FMC	FLEXIBLE METAL CONDUIT	UON	UNLESS OTHERWISE NOTED
G	GROUND	UPS	UNINTERRUPTIBLE POWER SUPPLY
GB	GROUND BUS	V	VOLTS
GFCI	GROUND FAULT CIRCUIT INTERRUPTER	VA	VOLTS-AMPS
GND	GROUND	WAP	WIRELESS ACCESS POINT
GRC	GALVANIZED RIGID CONDUIT	WP	WEATHERPROOF
IMC	INTERMEDIATE METAL CONDUIT	2SP	TWO SPEED
		1Ø	1-PHASE
		3Ø	3-PHASE
		1P	1-POLE
		2P	2-POLE
		3P	3-POLE
		3W	3-WIRE
		4W	4-WIRE

APPLIANCES			
DO	DOUBLE OVEN	MW	MICROWAVE
DW	DISHWASHER	RF	REFRIGERATOR
ED	ELECTRIC DRYER	RH	RANGE HOOD
EO	ELECTRIC OVEN/RANGE	UR	UNDERCOUNTER REFRIGERATOR
GD	GARBAGE DISPOSER	WC	WINE COOLER
GR	GAS RANGE	WM	WASHING MACHINE

ELECTRICAL SHEET INDEX	
SHEET NO.	SHEET NAME
E0.01	ELECTRICAL SYMBOLS
E1.01	ELECTRICAL SITE PLAN, SINGLE LINE DIAGRAM & CALCULATIONS
E2.01	ELECTRICAL PANELS & LUMINAIRE SCHEDULE

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The Engineering Enterprise
CONSULTING ENGINEERS
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KENSINGTON FIRE PROTECTION DISTRICT
TEMPORARY FIRE STATION

END OF CRAFT ROAD
EL CERRITO, CA 94530

800 CRAFT AVE

Project:
KENSINGTON FIRE PROTECTION DISTRICT TEMPORARY FIRE STATION

APN: 505-302-017

Registration:

Project No.: 22-100
Drawn By: Author
Checked By: Checker
Issued Date: 2022.06.14

Revision	No.	Date

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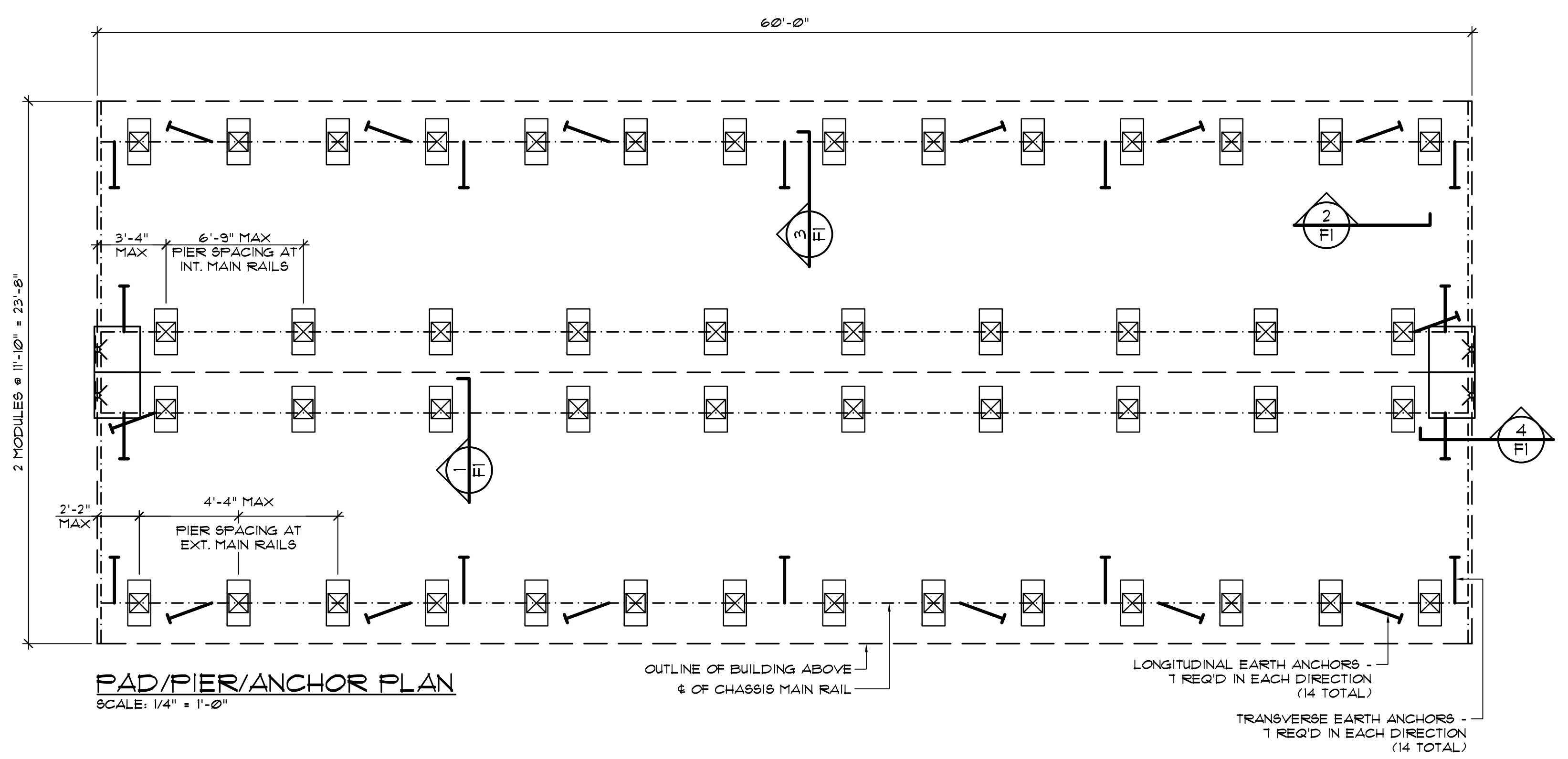
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ELECTRICAL SYMBOLS

Scale:

Sheet No:

E0.01

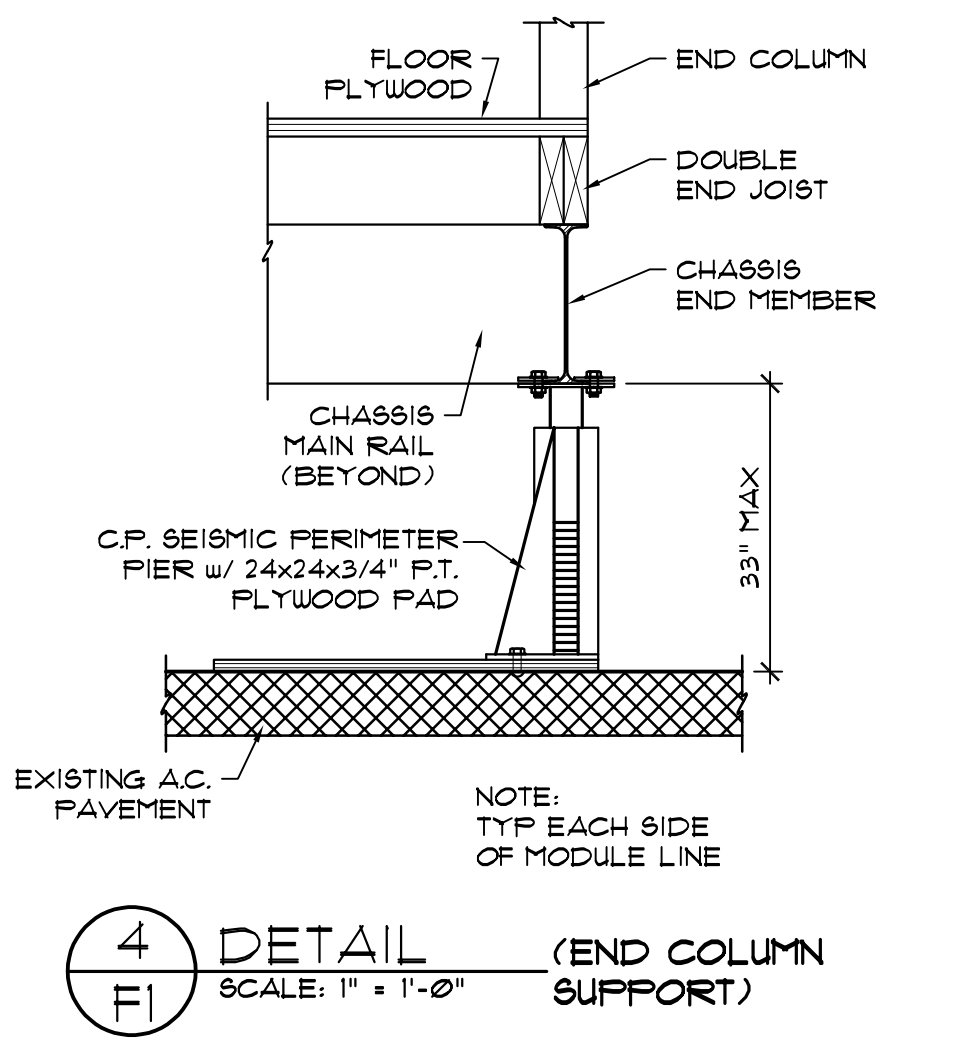
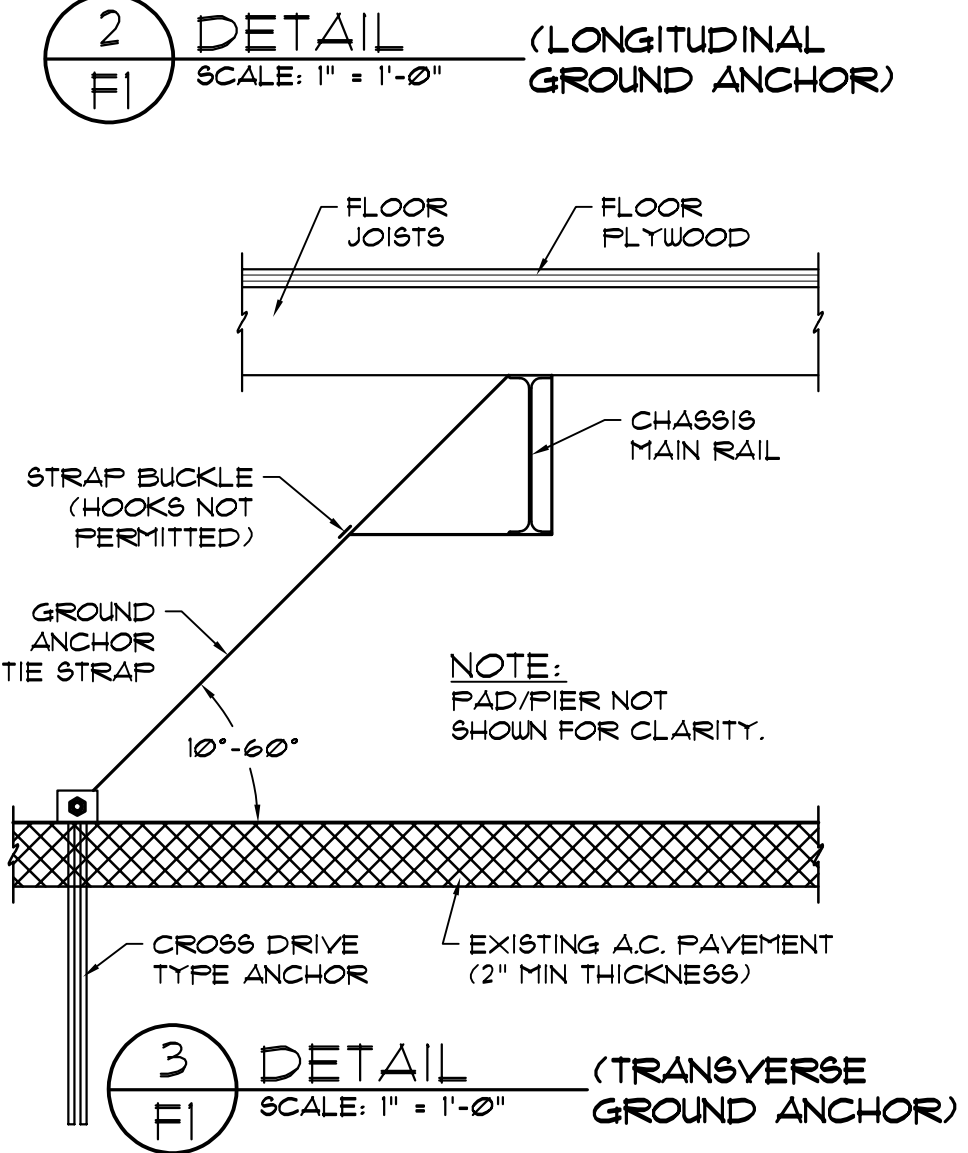
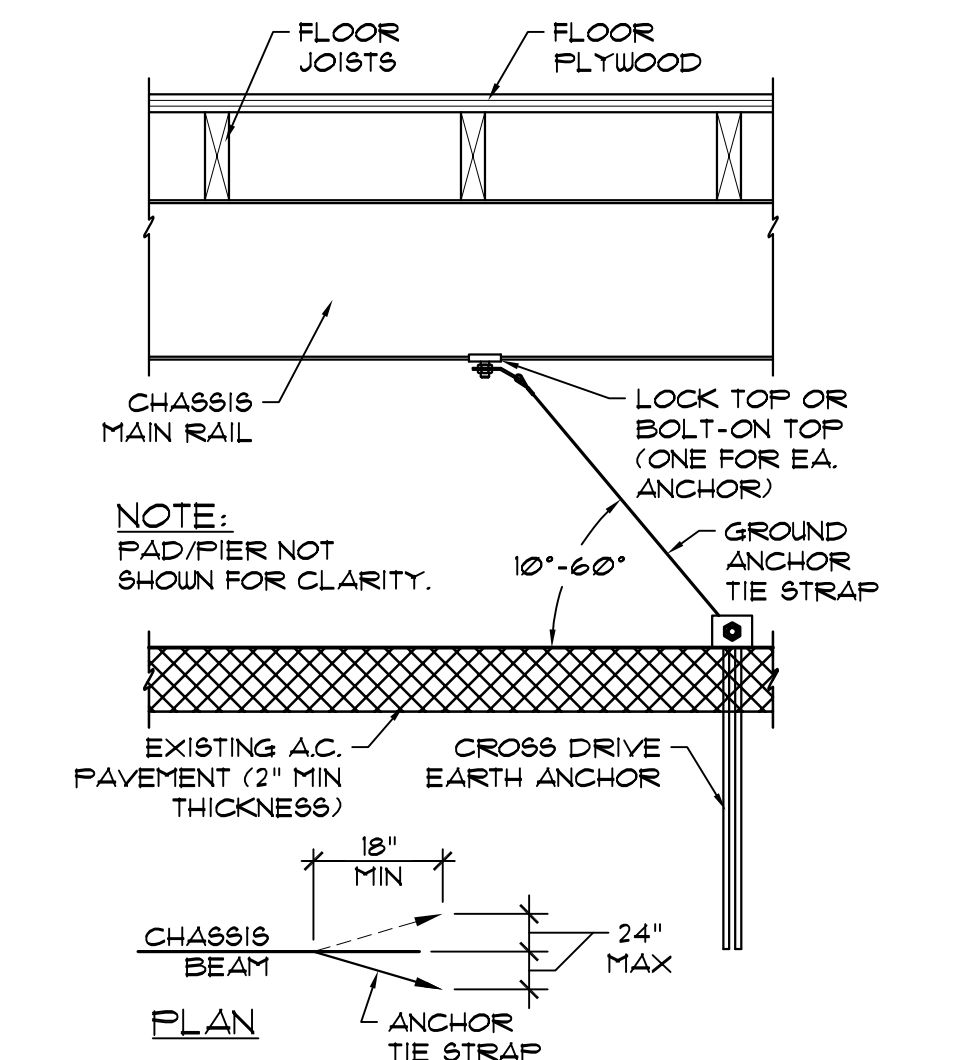
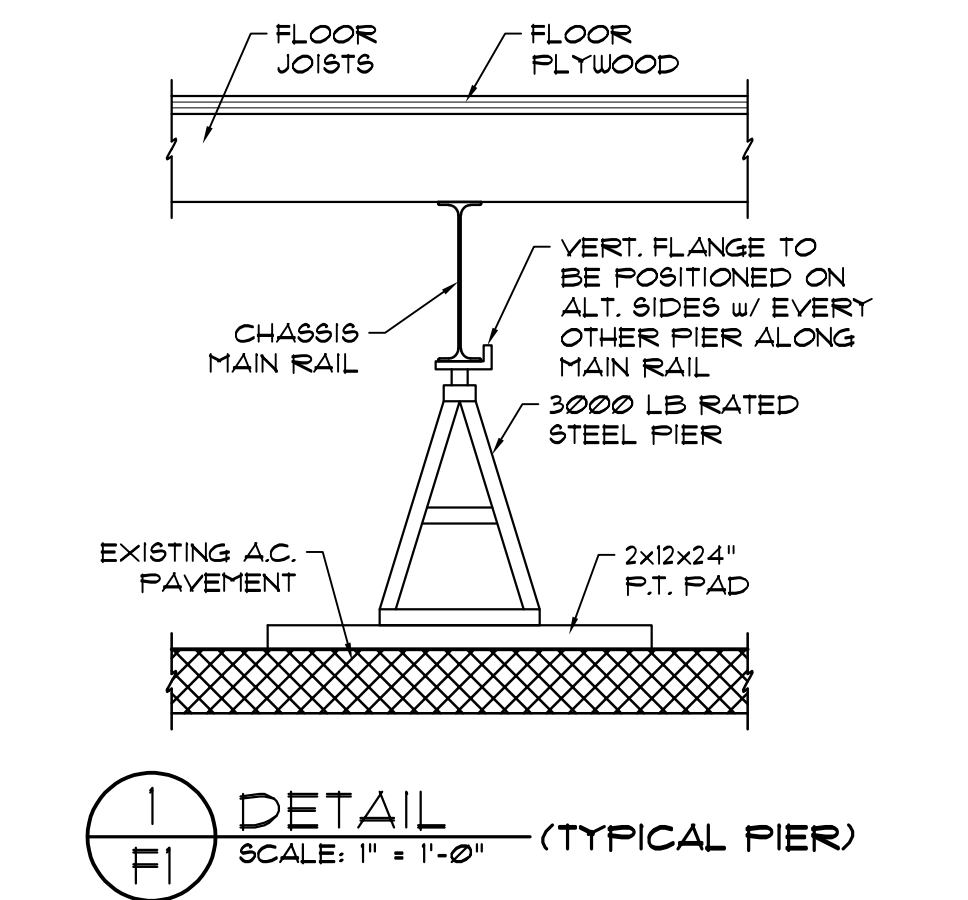
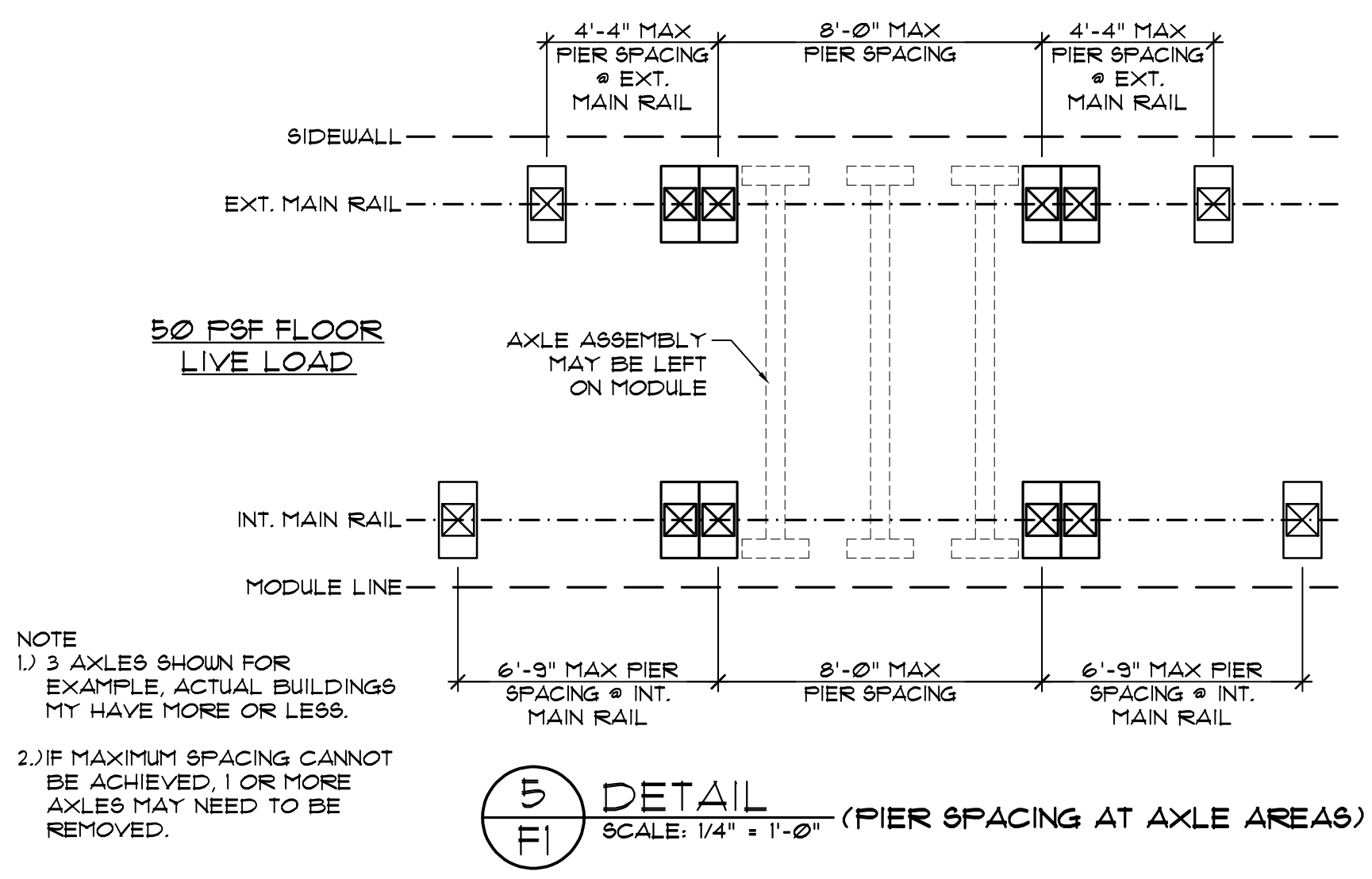


CONSTRUCTION NOTES:

- FOUNDATION DESIGN LOADS:
ROOF LIVE LOAD = 20 PSF
FLOOR LIVE LOAD = 50 PSF
ULT. WIND SPEED = 115 MPH, EX'FC
EARTHQUAKE DESIGN DATA:
a.) SEISMIC IMPORTANCE FACTOR: 1.00
RISK CATEGORY: II
b.) MAPPED SPECTRAL RESPONSE ACCELERATIONS: S_s = 1.500g (PER ASCE 7-16 SECTION 12.4.3) S₁ = 0.600g (DEFAULT) S₂ = 1.400 S₃ = 0.600 S₄ = 0.600
c.) SITE CLASS: D
d.) SPECTRAL RESPONSE COEFFICIENTS: SDS = 1.400 S₁ = 0.600 S₂ = 0.600 S₃ = 0.600 S₄ = 0.600
e.) SEISMIC DESIGN CATEGORY: D
f.) BASIC SEISMIC FORCE RESISTING SYSTEM: LIGHT FRAMED WALL SYSTEM USING FLAT STRAP BRACING
g.) DESIGN BASE SHEAR: V = 13.50
h.) SEISMIC RESPONSE COEFFICIENT: C_s = 0.350
i.) RESPONSE MODIFICATION FACTOR: R = 4
j.) ANALYSIS PROCEDURE USED: EQUIVALENT LATERAL FORCE ANALYSIS
k.) REDUNDANCY FACTOR USED: 1.3
- ALL WORK SHALL CONFORM TO 2019 CBC AND/OR LOCAL BUILDING CODES.
- ACUMEN ENGINEERING HAS NOT INVESTIGATED THE SOILS SUPPORTING THIS BUILDING. THE ALLOWABLE BEARING CAPACITY IS ASSUMED TO BE 1500 PSF & THE ALLOWABLE ANCHOR PULLOUT CAPACITY IS ASSUMED TO BE 2500 LBS. IF ACTUAL SOIL CONDITIONS AT THIS SITE ARE KNOWN TO VARY FROM THESE ASSUMPTIONS, THEN ACUMEN ENGINEERING MUST BE NOTIFIED IMMEDIATELY.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON PLANS. THE ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES.
- THIS DESIGN IS BASED ON THE FLOOR & ROOF ASSEMBLIES ACTING AS CONTINUOUS DIAPHRAGMS TO DISTRIBUTE LATERAL LOADS. REFER TO BUILDING MANUFACTURER'S INSTALLATION INSTRUCTIONS FOR PROPER INTER-MODULE CONNECTIONS.
- ALL LUMBER IN CONTACT WITH OR WITHIN 8" OF SOIL TO BE PRESERVATIVE TREATED.
- ALL FASTENERS USED IN FOUNDATION MUST BE CORROSION RESISTANT.
- SKIRTING (IF USED) MUST BE SELF-SUPPORTING AND MAY NOT TRANSFER ANY LOAD.
- IF SKIRTING IS USED, UNDER FLOOR AREA MUST BE VENTILATED AT 1 SQ. FT. FOR EACH 1500 SQ. FT. OF FLOOR AREA. OPENING MUST BE COVERED W/ CORROSION RESISTANT MESH WITH OPENINGS OF 1/4 INCH.
- IF SKIRTING IS USED, AN ACCESS OPENING WITH DIMENSIONS NOT LESS THAN 18"x24" SHALL BE PROVIDED WITH HASP AND LOCK.
- HEIGHT OF FINISHED FLOOR ABOVE GRADE SHALL NOT EXCEED 44".
- ALL UTILITY/RAMP/STAIR DESIGN AND SITE UTILITY/GRADING DESIGN BY OTHERS.
- ALL EARTH ANCHORS SHALL HAVE A TOLERANCE OF 10 DEGREES (VERTICALLY AND HORIZONTALLY)
- EARTH ANCHORS TO BE MANUFACTURED BY 'ABESCO' OR APPROVED EQUAL. (STATE OF CALIFORNIA PLAN APPROVAL NUMBER -106C)
- EARTH ANCHOR TIE STRAP MUST CONFORM TO ANSI STD. *A225.1.
- STEEL PIERS MUST BE MANUFACTURED BY 'SEDCO' OR APPROVED EQUAL. (PIER DESIGN CAPACITY TO BE 3000# UNLESS NOTED)
- THE MANUFACTURER'S INSTRUCTIONS MUST BE STRICTLY ADHERED TO WHEN INSTALLING PIERS, EARTH ANCHORS, TIE STRAPS, ETC.
- MODULAR BUILDING TO BE CALIFORNIA HCD APPROVED COMMERCIAL MODULAR.
- ACUMEN ENGINEERING WILL NOT INSPECT THE INSTALLED FOUNDATION SYSTEM. THE OWNER OF THIS BUILDING AGREES TO INDEMNIFY ACUMEN ENGINEERING FOR DAMAGES ARISING FROM IMPROPER INSTALLATION.

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REVISIONS	
DATE	BY

ACUMEN ENGINEERING DESIGN, LLC
12008 NORTH 144TH AVENUE
SURPRISE, ARIZONA 85319
(801) 571-9811

PACIFIC MOBILE STRUCTURES
4375 FARM SUPPLY DRIVE, CERRITOS, CA. 94507
(925) 441-8603

PAD/PIER/ANCHOR DESIGN
(1) 24'x60' MODULAR OFFICE BUILDING
UNITARIAN CHURCH OF BERKELEY
814 CRAFT AVENUE
EL CERRITO, CALIFORNIA 94530

PROFESSIONAL ENGINEER
Adam M. Nieman
C 91181
Civil Engineer
STATE OF CALIFORNIA
Exp. 03/31/2024
06/09/2022

DATE: 6/2022
SCALE: SHOWN
DWN: AN.
JOB: 220608
SHEET: F1 OF 1 SHEET

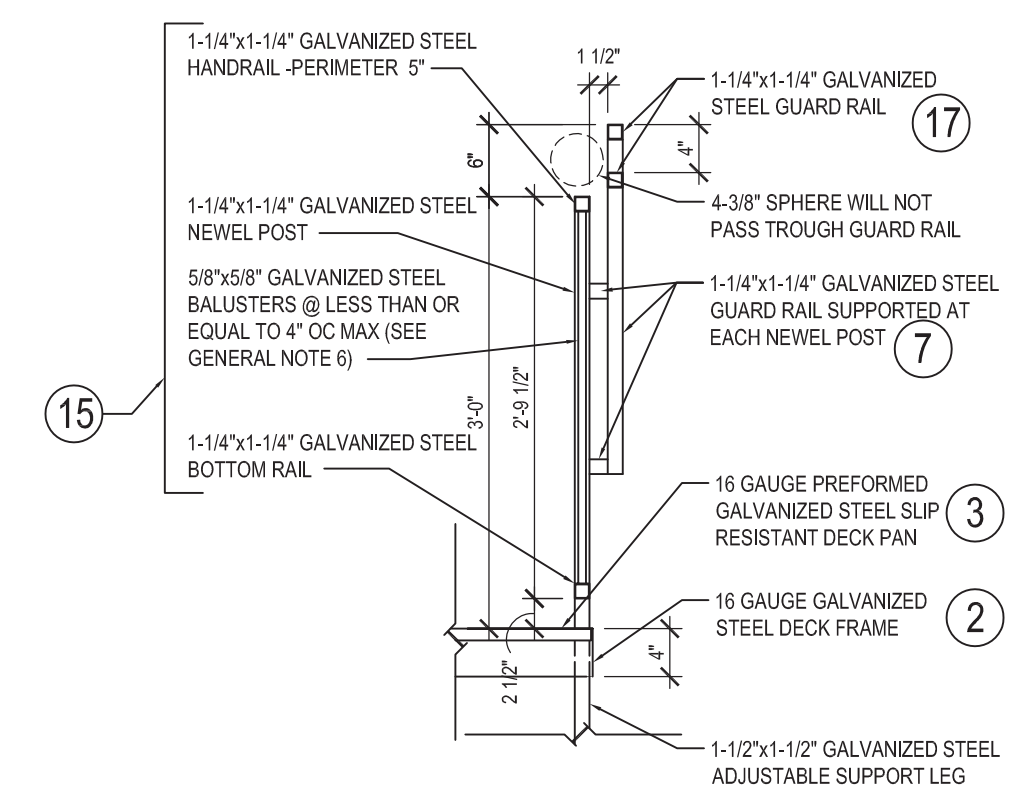
CYCLE 1

800 CRAFT AVE

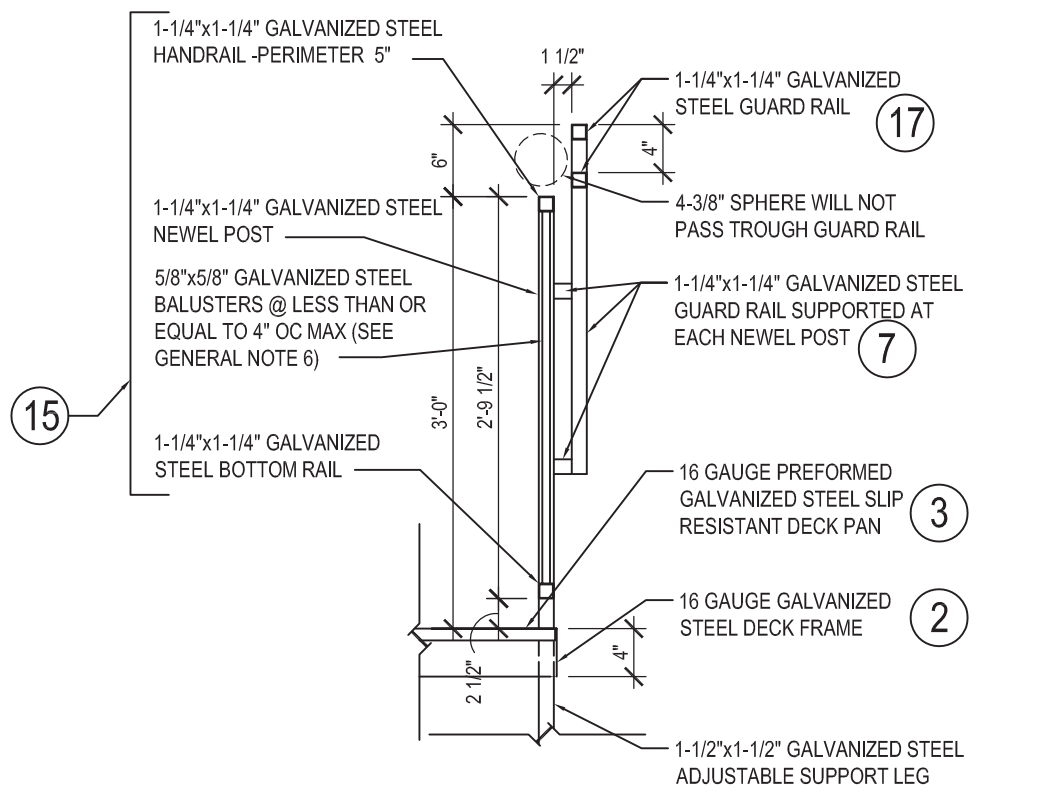
BD22-0789

NOTE: CODE 2019 CBC
ALL STAIR TREADS TO HAVE SMOOTH, ROUNDED OR CHAMFERED EXPOSED EDGES AT NOSING. THE RADIUS CURVATURE AT THE LEADING EDGE OF THE TREAD SHALL BE NO GREATER THAN 1/2" (PER CBC 11B-504.5). THE NOSING SHALL NOT PROJECT MORE THAN 1-1/4" PAST THE FACE OF THE RISER BELOW (PER CBC 11B-504.5). RISERS SHALL BE SLOPED OR THE UNDERSIDE OF THE NOSING SHALL HAVE AN ANGLE NOT LESS THAN 30 DEGREES FROM THE VERTICAL (PER CBC 11B-504.5)

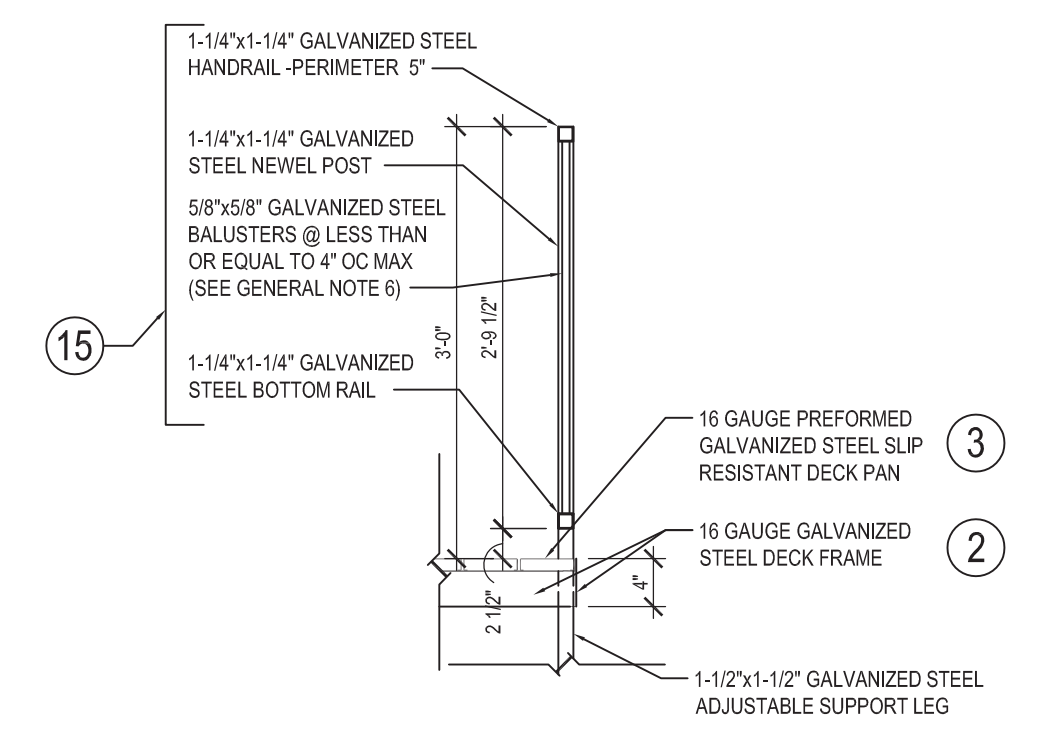
BASIS OF DESIGN
1. PLATFORM DESIGNED FOR 200 MPH WIND
2. PLATFORM DESIGNED FOR SEISMIC 330%, S1=100%G MAXIMUM
3. HANDRAIL DESIGNED FOR 50 PLF OR 200 LBS LATERAL LIVE LOAD AT ANY POINT
4. PLATFORM DESIGNED FOR 100 PSF LIVE LOAD
5. SNOW LOAD DESIGNED FOR 20PSF



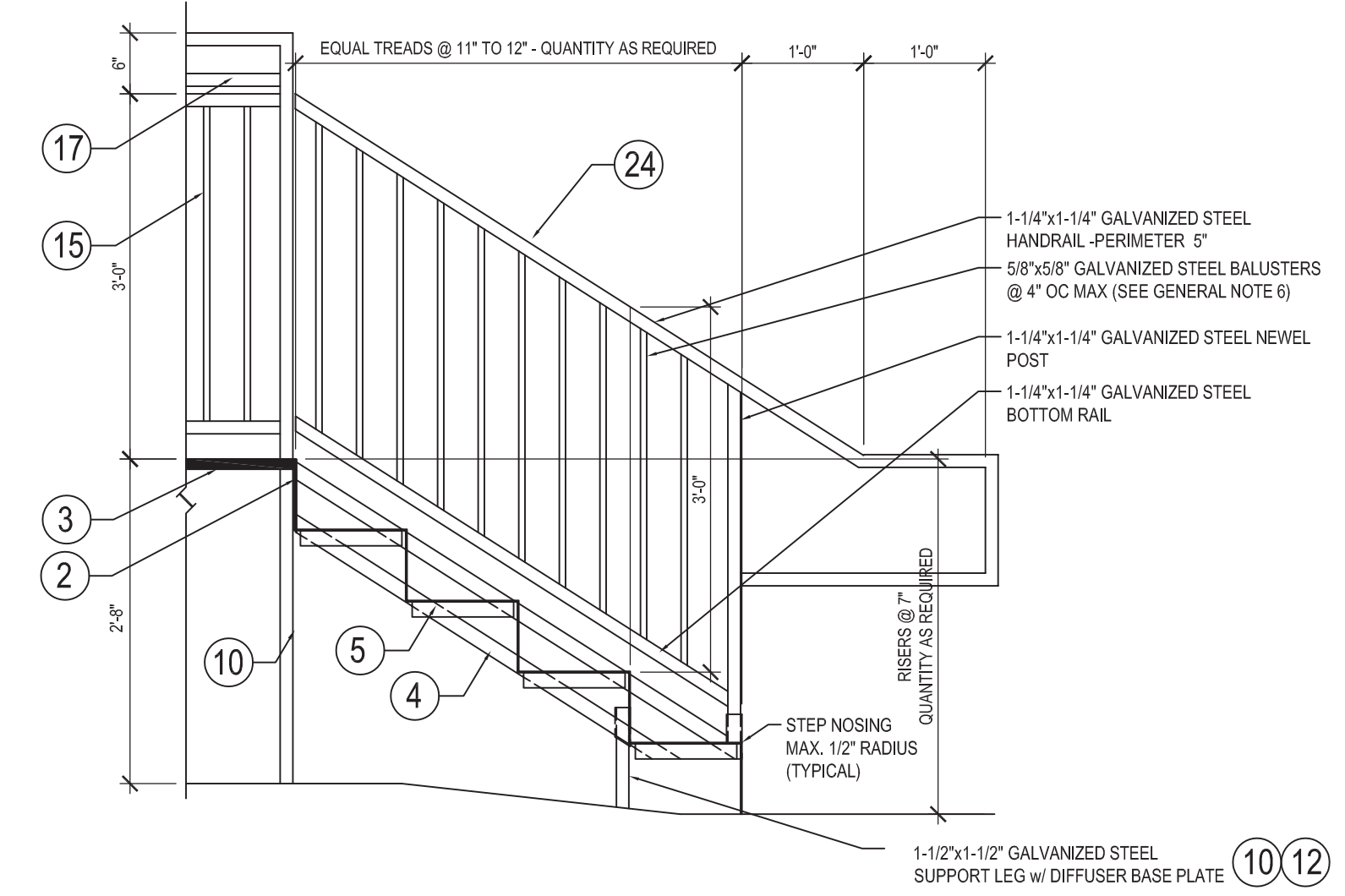
7 TYPICAL RAIL SECTION
SCALE: 3/4"=1'-0" **● GUARDRAIL**



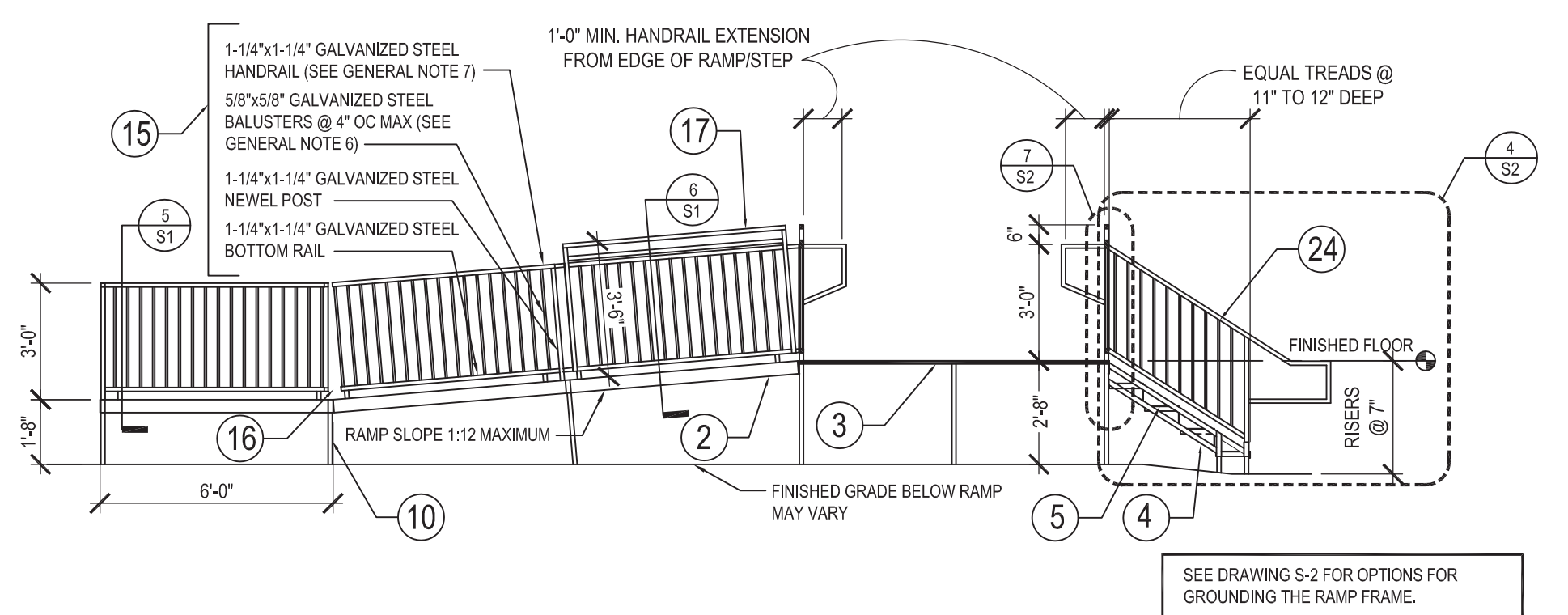
6 TYPICAL RAIL SECTION
SCALE: 3/4"=1'-0" **● HANDRAIL/GUARDRAIL**



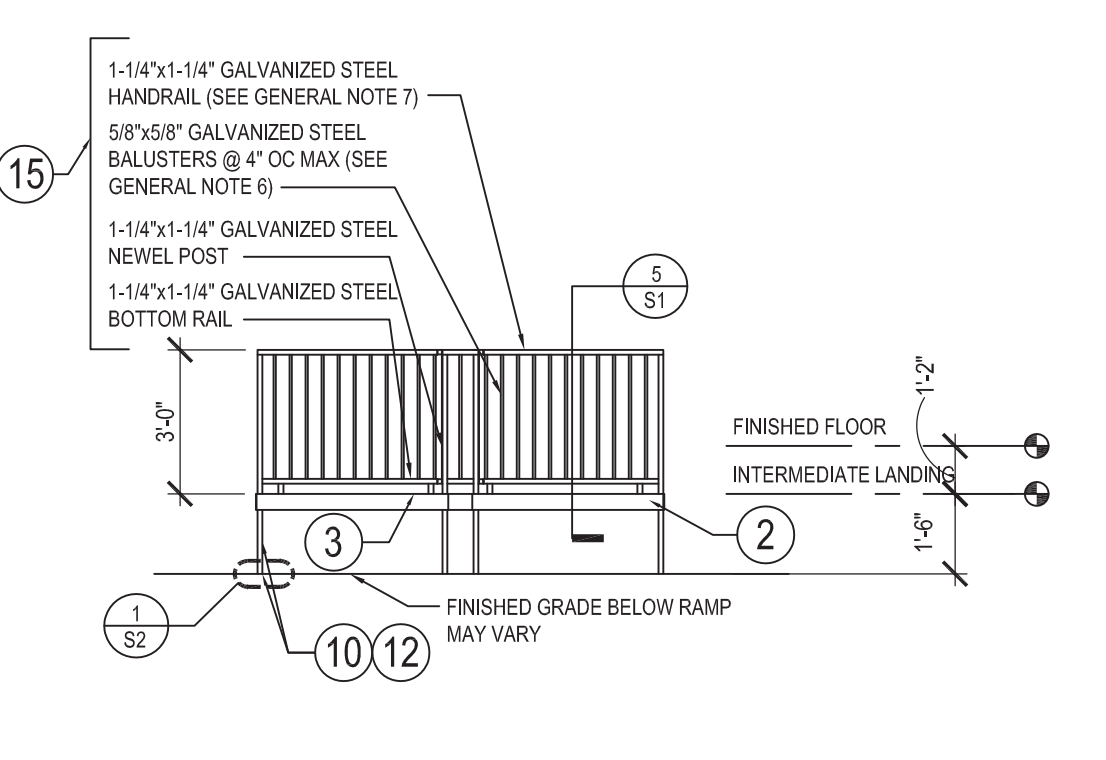
5 TYPICAL RAIL SECTION
SCALE: 3/4"=1'-0" **● HANDRAIL**



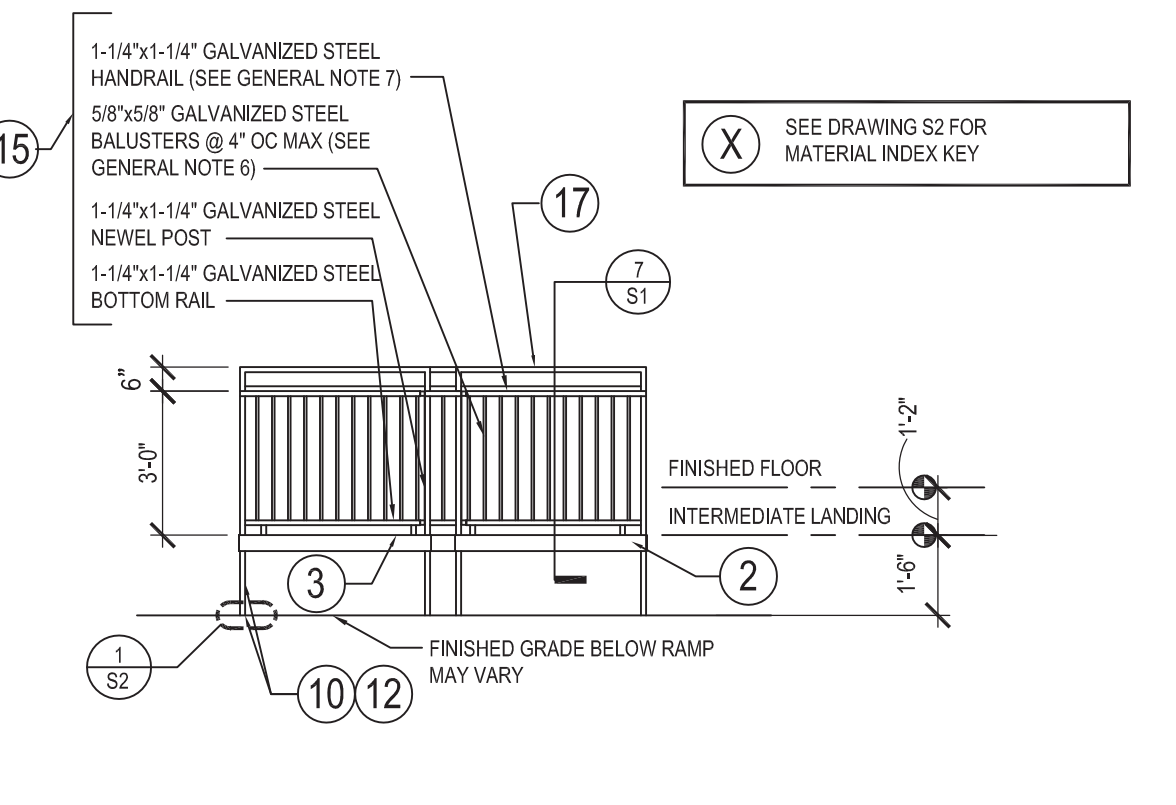
4 TYP. STAIR SECTION
SCALE: 3/4"=1'-0"



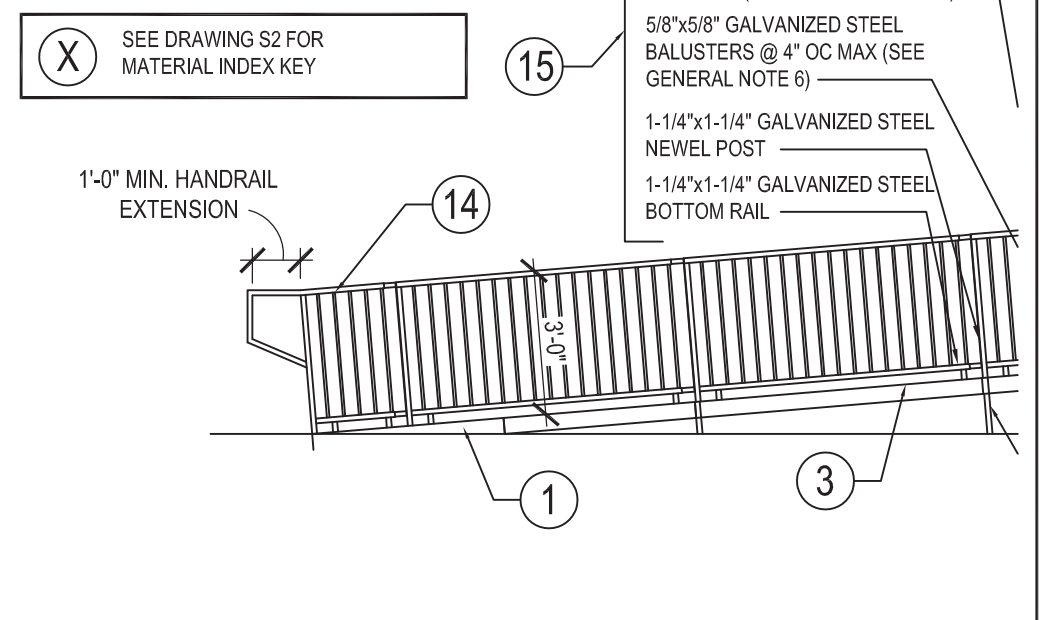
3 TYPICAL ELEVATION
SCALE: 1/4"=1'-0"



2 TYPICAL ELEVATION
SCALE: 1/4"=1'-0"



1 TYPICAL ELEVATION
SCALE: 1/4"=1'-0"

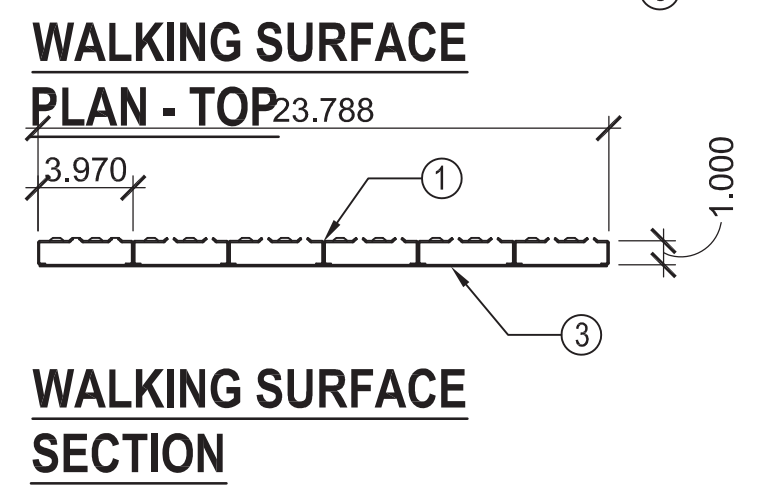
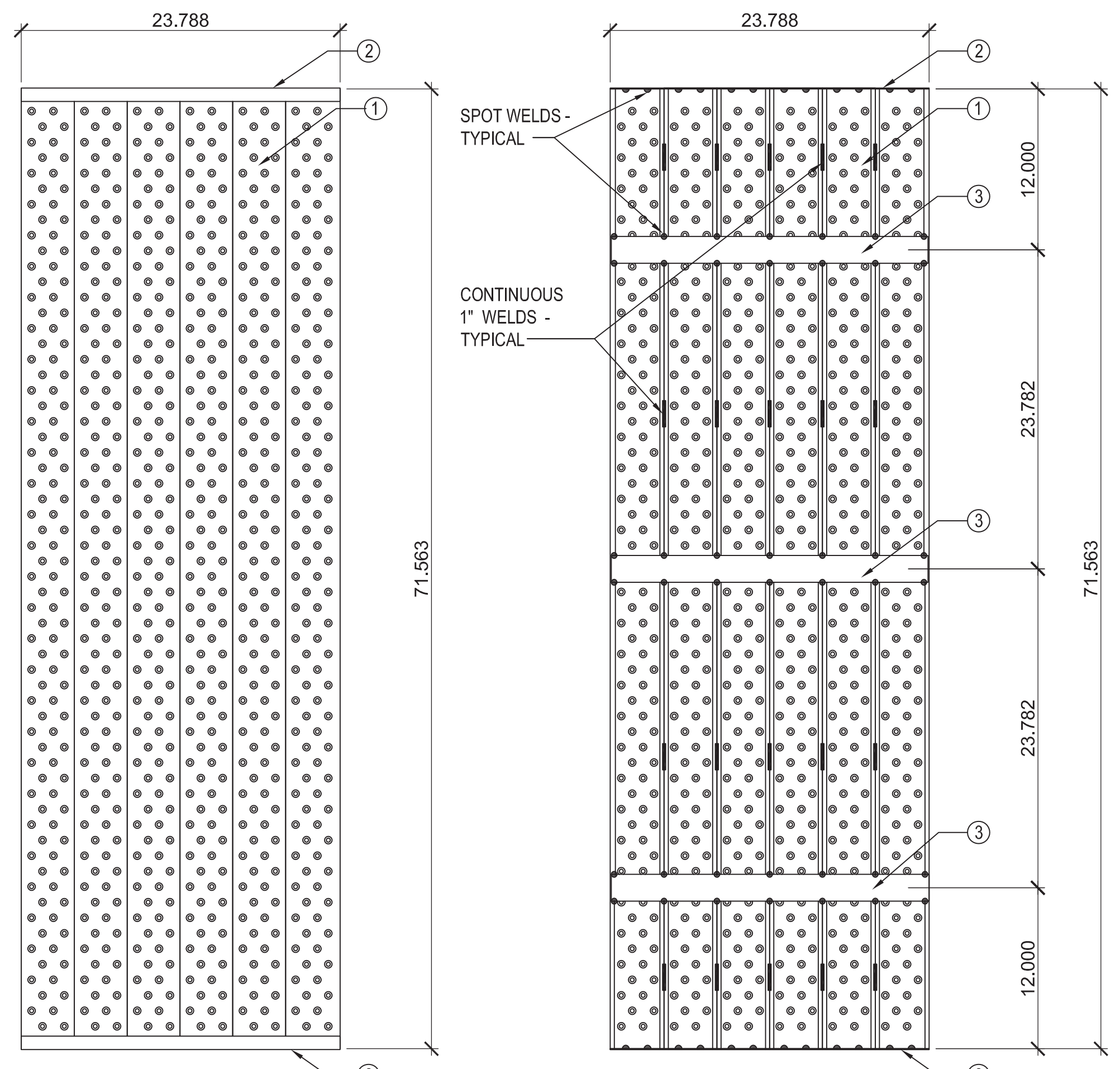


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Revisions:

Proj. No.:
Date: August 14, 2019

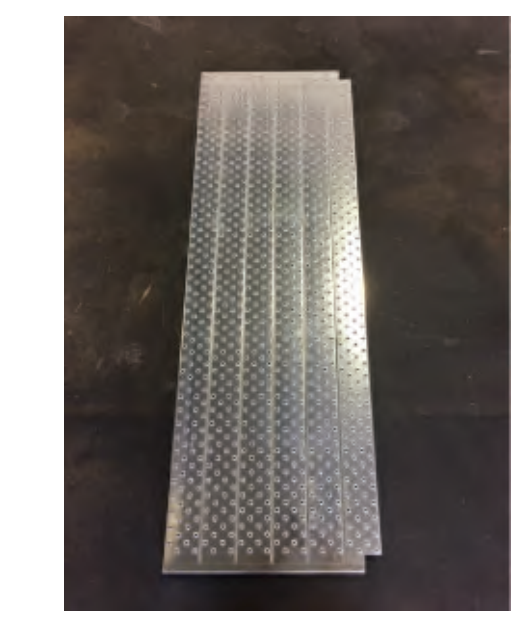
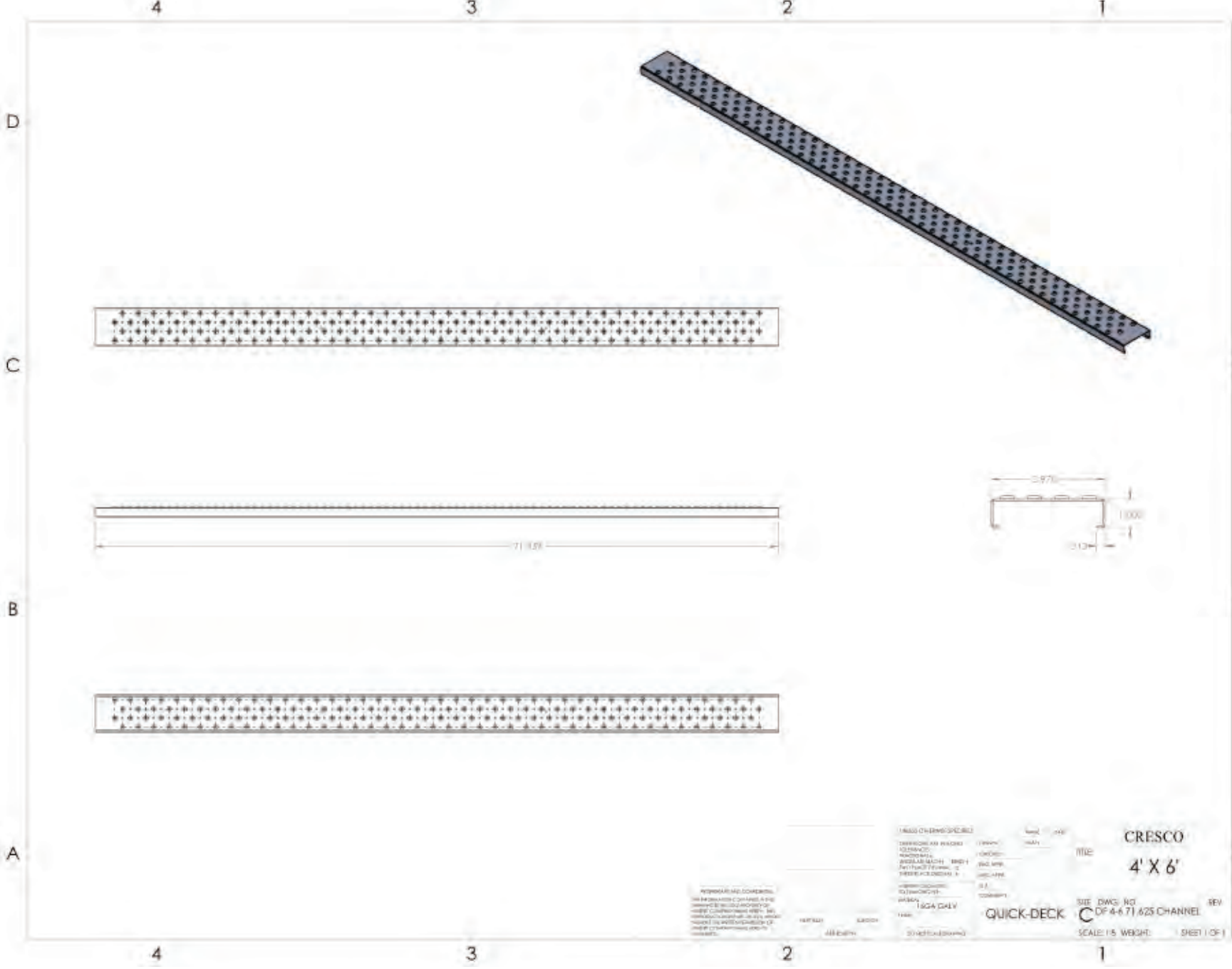




WALKING SURFACE - PART 3 MATERIAL INDEX:

PART NO.	DESCRIPTION	SIZE	MATERIAL	QUANTITY
1	EMBOSSED WALKING SURFACE PANEL	3.938" x 71.563"	16GA HOT ROLLED GALVANIZED STEEL Fy = 33 KSI STEEL w/ G-90 COATING	6
2	WALKING SURFACE END CLOSURE ANGLE	1" x 1" x 23.628"	16GA HOT ROLLED GALVANIZED STEEL ANGLE Fy = 33 KSI STEEL w/ G-90 COATING	2
3	WALKING SURFACE TIE STRAP	2" x 23.628"	16GA HOT ROLLED GALVANIZED STEEL Fy = 33 KSI STEEL w/ G-90 COATING	3

3 TYPICAL WALKING SURFACE - PART 3
 SCALE: 1 1/2"=1'-0"



WALKING SURFACE PHOTO - TOP



WALKING SURFACE PHOTO - BOTTOM

MATERIAL INDEX: COMPONENTS AND SPECIFICATIONS

PART	DESCRIPTION	SIZE	MATERIAL	PART	DESCRIPTION	SIZE	MATERIAL	MATERIAL SPECIFICATIONS
1	WEDGE	12 GA	Hot Rolled Steel	18	GUARDRAIL RAM	2 1/2" x 1/2"	12 GA Hot Rolled Steel, 1 1/2" x 1/2" Steel Tube	STEEL ASTM 500 Flat, hot rolled, both clean and galvanized washed. PLYWOOD 3/4" APA rated, structural X". Surfaced with a two part epoxy and .030 silica sand. FASTENERS 3/4" x 1/2" Grade #2 plated. PAINT (RAIL/FRAME) Ellis Industrial enamel. Used as protective coating on rails and frames. PAINT (SURFACING) Devcon 2 part epoxy (#2901) WELDS All welds conform to criteria set forth by the American Welding Society. HANDRAILS & GUARDRAILS Rails come in 2", 4", and 6" lengths. All railing is designed to take 200 lb. lateral load in any direction. Handrails are fastened 36" above the finished ramp/deck surface. Guardrails are to be installed at all locations where the ramp, landing, or deck is more than 30" above grade. WEDGE The wedge is a 12 gauge steel transition piece between the ground and the first mainframe. It has a non-slip surface composed of a two-part epoxy and .030 silica sand. STAIRS All steel components. Stair sections are 44" wide. Each riser is 7" high. Each tread is 12" deep. 36" high handrails are provided with a long-radius return at the entrance. All treads are surfaced with a non-slip surfacing. The only tread that is adjustable is the bottom tread. If closures for the step are needed, please specify prior to installation. Ideally, the height of the structure would be a multiple of 7". Thus, a platform height of 42"=6 risers & 5 treads. BOTTOM RISER Customer is responsible for the height of the bottom tread of the Quick-Deck stair system. If the height doesn't fall as a multiple of 7" (ex: 14", 21", 28"), you will have to dig away or build up the ground to make the bottom tread 7" high.
2	MAINFRAME - SEE 1/S-2	16 GA	Hot Rolled Galvanized Steel	19	FRAME SPACER	1/2" x 1/2" x 1/2"	16 GA Hot Rolled Galvanized Steel	
3	EMBOSSED SURFACE PANEL	3.938" x 71.563"	16 GA Hot Rolled Galvanized Steel, #2 #16 Standard Expanded Metal	20	BOLT SET	1/2" x 1/2"	A4 Stainless Steel	
4	STRINGER SECTION	1 1/2" x 1/2"	16 GA Hot Rolled Steel, 7/16-14 Nut	21	GROUND PAD	12" x 12"	Greenwood	
5	STAIR TREAD	12 GA	Hot Rolled Steel	22	GROUND SPIKE	1/2" length	1/2" Steel Rebar w/ weather strip welded to top end of bar	
6	STANCHION	1 1/2" x 1/2"	16 GA Hot Rolled Steel Tube	23	POST CAP	1 1/2" x 1/2"	Plastic Polymer	
7	GUARDRAIL STANCHION	1 1/2" x 1/2"	16 GA Hot Rolled Steel Tube	24	STAIR RAIL	1/2" height	1 1/2" x 1/2" x 1/2" Steel Tube, 7/16-14 Nut	
8	STANCHION EXTENSION	1 1/2" x 1/2"	16 GA Hot Rolled Steel Tube, 1 1/2" x 1/2" Steel Tube	25	SURFACING CORNER CAP	1 1/2" x 1/2"	16 GA Hot Rolled Steel Tube	
9	SCREW JACK LEG	1 1/2" x 1/2"	16 GA Hot Rolled Steel Tube	26				
10	SPEED LEG	1 1/2" x 1/2"	16 GA Hot Rolled Steel Tube, 7/16-14 Nut					
11	TUBE LEG	1 1/2" x 1/2"	16 GA Hot Rolled Steel Tube					
12	DIFFUSER	12 GA	Hot Rolled Steel					
13	JACK SCREW	1/2"	1" Diameter Stainless A4-Thread Screw					
14	ENTRY RAIL	3/4" height	1 1/2" x 1/2" x 1/2" Steel Tube, 1 1/2" x 1/2" Steel Tube, 7/16-14 Nut					
15	HANDRAIL	1 1/2" height	1 1/2" x 1/2" x 1/2" Steel Tube, 1 1/2" x 1/2" Steel Tube, 7/16-14 Nut					
16	RAIL RAM	1 1/2" x 1/2"	12 GA Hot Rolled Steel, 1 1/2" x 1/2" Steel Tube					
17	GUARDRAIL	1 1/2" x 1/2"	16 GA Hot Rolled Steel Tube, 7/16-14 Nut					

SYSTEM COMPONENTS

LEG FOOTINGS
 Refer to S-2 for "Foundation Options" and to S-3 for anchoring.

LEGS
 Legs come in increments of 12" up to 8 ft. and have 12" of adjustability. Legs are 1 1/2" x 1/2" tubing with a .063 wall. The legs lock into the frame and adjust to the ground or slope required using a pressure lock system.

SCREW JACK LEGS
 Screw Jack Legs are adjustable and require no safety features. Used for decking under 8" high.

FRAMES
 Frames are welded together. Multiple frames are bolted together to create a ramp segment and/or deck. Frames come in three sizes: 48"x48", 48"x72", and 72"x72". Parts are pre-galvanized 16 gauge. Cross beam centers are 30" or less.

SPACERS
 Spacers built to the main frame. Pre-galvanized 16 gauge. Spacers come in two sizes: 6"x48" and 6"x72". Spacers make it possible to separate the leg in a switchback configuration and create odd size landings.

STRUCTURAL NOTES:

- STRUCTURAL STEEL**
- ALL STRUCTURAL STEEL CONSTRUCTION SHALL CONFORM TO: SPECIFICATION FOR STRUCTURAL STEEL BUILDING - ALLOWABLE STRESS DESIGN AND PLASTIC DESIGN OF A.I.S.C. LATEST EDITION.
 - ALL FABRICATION SHALL COMPLY WITH "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES" LATEST EDITION, AS PUBLISHED BY THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION.
 - UNLESS NOTED OTHERWISE, STRUCTURAL STEEL SHALL CONFORM TO ASTM A992/A572/A572-50 OR ASTM A500 GRADE B. MIN Fy = 50 ksi
 - STEEL BASE PLATES SHALL CONFORM TO ASTM A36. MIN Fy = 36 ksi
 - BEAMS WITHOUT SPECIFIED CAMBER ARE TO BE FABRICATED SUCH THAT AFTER ERECTION ANY CAMBER DUE TO ROLLING OR SHOP FABRICATION IS UPWARD AT MID-SPAN.
- STRUCTURAL WELDING**
- ALL STRUCTURAL WELDING MUST BE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE AMERICAN WELDING SOCIETY.
 - THE FABRICATOR/CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALIFICATION OF WELDERS, WELDING OPERATORS AND TACK WELDERS.
 - EACH WELDER'S QUALIFICATION RECORD SHALL BE KEPT BY THE FABRICATOR/CONTRACTOR AND AVAILABLE FOR IMMEDIATE VERIFICATION.
 - WELDING PROCEDURES SHALL BE FORMULATED FOR ALL TYPES OF WELDS.
 - ALL WELDING ELECTRODES MUST BE PROPERLY PACKAGED AND STORED PRIOR TO USAGE. UPON REMOVAL FROM PACKAGE/STORAGE, ELECTRODES MUST BE PROPERLY HANDLED AND USED DURING THEIR PERMISSIBLE EXPOSURE TIME.
 - WELDING CONDITIONS MUST MEET ALL AWS SPECIFICATIONS FOR EACH WELD PROCEDURE AND WELD TYPE, INCLUDING BUT NOT LIMITED TO: AMBIENT TEMPERATURE, EXPOSED SURFACES, HIGH WIND AREAS AND ALL OTHER INCREMENT CONDITIONS.
 - STEEL MUST BE PREPARED AS PER THE WRITTEN WELD PROCEDURES: SMOOTH, UNIFORM, FREE FROM ALL FINS, GREASE, MOISTURE, RUST AND FOREIGN MATERIAL.
 - WELDS SHALL CONFORM TO "STRUCTURAL WELDING CODE" OF THE AMERICAN WELDING SOCIETY, AWS D1.1. USE E70XX ELECTRODES. ALL WELDERS TO BE CERTIFIED BY AWS STANDARDS.
 - GRIND EXPOSED FULL PENETRATION WELDS SMOOTH TO MATCH AND BLEND WITH ADJOINING SURFACE.

CITY OF EL CERRITO
 BUILDING DIVISION
 "Reviewed for Code Compliance"
 FOR ISSUANCE OF BUILDING PERMIT

RECEIVED
 JULY 14, 2022
 CITY OF EL CERRITO
 BUILDING DIVISION

Salvatore R. Granata, P.E., C.E.
 License No. 14440
 License No. 14440
 License No. 14440

Quick-Deck, Inc.
California State Standard
 Model Number: QD-2019-01

Revisions:
 Proj. No.:
 Date: August 14, 2019

Sheet Name:
 Material List/Detail and
 Structural Notes



CYCLE 1

800 CRAFT AVE

BD22-0789

Exhibit C

CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 10 Almaden Boulevard, Suite 650 San Jose, CA 95113	CONTACT NAME: Certificate Requests PHONE (A/C, No, Ext): (408) 352-6700 FAX (A/C, No): E-MAIL ADDRESS: sjcertificates@alliant.com												
INSURER(S) AFFORDING COVERAGE													
INSURED OBS Engineering, Inc. 1555 Yosemite Ave. Suite 2 San Francisco, CA 94124	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Hartford Fire Insurance Company</td> <td style="width: 20%; text-align: center;">19682</td> </tr> <tr> <td>INSURER B : Hartford Accident and Indemnity Company</td> <td style="text-align: center;">22357</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Hartford Fire Insurance Company	19682	INSURER B : Hartford Accident and Indemnity Company	22357	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :													
INSURER D :													
INSURER E :													
INSURER F :													

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		57 UEA FM4400	4/17/2022	4/17/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		57 UEA FM4419	4/17/2022	4/17/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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EACH OCCURRENCE	\$																				
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	\$																				
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	57 WEA RT6197	4/17/2022	4/17/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	\$ 1,000,000	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Job #22009, Kensington Fire Protection District Temporary Fire Station Project

This cancels and replaces certificate issued 07/22/22. Kensington Fire Protection District, the Unitarian Universalist Church of Berkeley, and Macks Craic, Inc dba. mack5 are included as Additional Insured as respects Liability arising out of operations (work) performed by or on behalf of the Named Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER Kensington Fire Protection District 217 Arlington Avenue Kensington, CA 94707	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

POLICY NUMBER: 57 UEA FM4400



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - OPTION I

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Designated Project(s) Or Location(s) Of Covered Operations:
BLANKET AS REQUIRED BY WRITTEN CONTRACT	BLANKET AS REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. With respect to those person(s) or organization(s) shown in the Schedule above when you have agreed in a written contract or written agreement to provide insurance such as is afforded under this policy to them, Subparagraph **f.**, **Any Other Party**, under the **Additional Insureds When Required By Written Contract, Written Agreement Or Permit Paragraph of Section II – Who Is An Insured** is replaced with the following:

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;
- (2) In connection with your premises owned by or rented to you and shown in the Schedule; or

(3) In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:

- (a) The written contract or written agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and
- (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

The insurance afforded to the additional insured shown in the Schedule applies:

- (1) Only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:
 - (a) During the policy period; and
 - (b) Subsequent to the execution of such written contract or written agreement; and

(c) Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.

- (2) Only to the extent permitted by law; and
- (3) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

With respect to the insurance afforded to the person(s) or organization(s) that are additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to the additional insured shown in the Schedule are described in the Limits Of Insurance section.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in **Section IV – Commercial General Liability Conditions**, except as otherwise amended below.

B. With respect to insurance provided to the person(s) or organization(s) that are additional insureds under this endorsement, the **When You Add Others As An Additional Insured To This Insurance** subparagraph, under the **Other Insurance** Condition of **Section IV – Commercial General Liability Conditions** is replaced with the following:

When You Add Others As An Additional Insured To This Insurance

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph (c) below. This insurance does not apply to other insurance to which the additional insured in the Schedule has been added as an additional insured.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (i) The additional insured in the Schedule is a Named Insured under such other insurance; and
- (ii) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured in the Schedule.

(c) Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All other terms and conditions in the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
 - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.